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SUPREME COURT OF THE UNITED STATES.

No. ~~74~~ 26.

JAS. W. BREEDLOVE ET AL., PLAINTIFFS IN ERROR,

VERSUS

THEODORE NICOLET AND J. J. SIGG.

IN ERROR TO THE DISTRICT COURT U. STATES FOR THE DISTRICT OF E. LOUISIANA.

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DISTRICT COURT OF THE U. STATES, EASTERN DISTRICT OF LOUISIANA.

Be it remembered, that, on the ninth day of April, A. D. eighteen hundred and twenty-nine, into the district of the United States for the eastern district of Louisiana, came Theodore Nicolet & Co., by Carleton and Lockett, their attorneys, and filed the following petition, to wit:

To the Honorable the district court of the United States for the eastern district of the Louisiana district:

The petition of Theodore Nicolet and J. J. Sigg, both being aliens, and citizens and subjects of the Republic of Switzerland, but at present residing and trading in the city of New Orleans, under the firm and style of Theodore Nicolet & Co., respectfully shews:

That J. R. Bedford, James W. Breedlove, and William L. Robeson, formerly partners in trade, and doing business in said city under the firm and style of Bedford, Breedlove, and Robeson, are jointly and severally indebted to your petitioners in the sum of twenty-nine hundred sixty-four dollars ten cents, being the amount of a certain promissory note subscribed by said Bedford, Breedlove, and Robeson, dated at New Orleans, 22d November, 1826, payable sixty days after date, to the order of your petitioners, as will more fully appear from a copy of said note annexed, and making a part of this petition; that when said note became due, payment thereof was demanded and refused, and the same was thereupon protested; whereby said Bedford, Breedlove, and Robeson, have become indebted to your petitioners in the amount of said note, together with six per cent. interest from the date of the protest till paid, and all costs accruing thereon. Your petitioners further aver, that said James W. Breedlove and William L. Robeson are citizens of the State of Louisiana, and reside in the city of New Orleans, and are each of them bound and liable the whole of the said sum of twenty-nine hundred sixty-four dollars and ten cents, together with interest as aforesaid from the date of the protest, and costs thereof.

Your petitioners therefore pray, that said James W. Breedlove and William L. Robeson be cited to answer this petition; that judgment may be rendered against them severally and jointly, for said sum of twenty-nine hundred sixty-four dollars and ten cents, with interest from the date of said protest, at the rate of six per cent. per annum, till paid, together with the costs of this suit and protest; and they may be separately held to bail, according to law, that all such other relief may be had that the case requires; and that this cause be tried by a jury.

And your petitioners, &c. &c.

CARLETON & LOCKETT,
Attorneys for plaintiffs.

(*Copy of note.*)

$2,964 10. NEW ORLEANS, *Nov.* 22, 1826.

Sixty days after date we promise to pay to order of Messrs. Theodore Nicolet & Co., twenty-nine hundred sixty-four and ten hundredths dollars; value received.

BEDFORD, BREEDLOVE, & ROBESON.

J. J. Sigg, one of the firm of Theodore Nicolet & Co, the petitioners, being duly sworn, says, that James W. Breedlove and William L. Robeson are severally and jointly indebted to said Theodore Nicolet

& Co. in the sum of two thousand nine hundred and sixty-four dollars, ten cents.

J. J. SIGG.

Sworn to before me, this 9th April, 1829.

F. W. LEA, *Clerk.*

(*Judge's order.*)

Let each of the within named defendants be held to bail in the sum of three thousand two hundred dollars.

SAM. H. HARPER, *Judge U. S.*

Afterwards, to wit, on the day and year aforesaid, the following writs were issued from the clerk's office, to wit:

The President of the United States of America to the Marshal of the eastern district of Louisiana, or his lawful deputy, greeting:

You are commanded to take the body of William L. Robeson, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the 3d Monday of May next, to answer to the complaint of Theodore Nicolet & Co., and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against them by default; and have you then and there this writ.

Witness the Honorable Samuel H. Harper, Judge of said court, at the city of New Orleans, this 9th day of April, 1829, and 53d year of the independence of the United States.

[L. S.] F. W. LEA, *Clerk.*

Le President des Etats Unis d'Amerique au Maréchal du district oriéntal de la Louisiane, ou á son deputé dûment autorisé, salut:

Vous étes commande d'arreter le corps de Guilliaume L. Robeson, pour qu'il ait á comparaître á la cour de district des Etats Unis pour le district oriéntal de la Louisiane, qui siégera dans la ville de la Nouvelle Orléans, le 3eme Lundi de Maí, prochain a l'effet de répondre á la plainte de Theodore Nicolet & Co., et d'y remettre réponse ou défense an greffier de la dite cour, avant ou le même jour, faute de quoi, jugement par défaut séra rendu contre lui et vous ferez votre rapport de cet ordre.

Témoin l'Honorable Saml. H. Harper, Juge du la dite cour, á la ville de la Nouvelle Orléans ce 9eme jour d'Avril, 1829, et la 53eme année de l'independence des Etats Unis.

F. W. LEA, *Greffier.*

(*Marshal's Return.*)

Executed this writ, by serving a copy hereof and of petition on Wm. L. Robeson, on the 11th April, 1829, and held him to bail. Returned into court with bond, on the 13th instant.

JAMES NICHOLSON, *Dep. Mar.*

(*Bail Bond.*)

District court of the United States for the eastern district of Louisiana.

Know all men by these presents, that we, Wm. L. Robeson, principal, Babcock and Gardiner, sureties, and are held and firmly bound unto John Nicholson, marshal for the eastern district of Louisiana, in the sum of three thousand two hundred dollars, lawful money of the United States, to be paid to the said John Nicholson, his heirs, executors, administrators, assigns, or successors in office, for which payment well and truly to be made, we bind ourselves, our heirs, executors, or administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 11th day of April, in the year of our Lord one thousand eight hundred and twenty-nine.

The condition of the above obligation is such, that whereas the above bounden Wm. L. Robeson is now in the custody of the said John Nicholson, marshal as aforesaid, by virtue of a *capias ad respondendum*, issued out of the district of the United States for the eastern district of Louisiana, in an action of debt, at the suit of Theodore Nicolet & Co., and released therefrom by reason of signing, sealing, and delivering these presents: Now if the said Wm. L. Robeson, in case he should be cast in the said suit, shall pay and satisfy the judgment of the said court therein, or surrender himself in execution to the said John Nicholson, marshal as aforesaid, then the above obligation to be null and void, or else to remain in full force and virtue.

W. L. ROBESON, [L. S.]
BABCOCK & GARDINER, [L. S.]

Witness present,
J. C. BATES.

The President of the United States of America to the Marshal of the eastern district of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to take the body of James W. Breedlove, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the third Monday of May next, to answer to the complaint of Theodore Nicolet & Co., and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the Honorable Saml. H. Harper, Judge of our said court, at the city of New Orleans, this 9th day of April, 1829, and 53d year of the independence of the United States.

F. W. LEA, *Clerk.*

Le President de Etats Unis d'Amerique au Marechal du district oriéntal de la Louisiane, oú á son depute dûment autorisi, salut:

Vous êtes commande d'arreter le corps de Jas. W. Breedlove, pour qu'il ait á comparaître á la cour de district des Etats Unis pour le district oriental de la Louisiane, qui siégera dans la ville de la Nouvelle Orléans, le 3eme Lundi de Mai, prochain á l'effet de répondre á la plainte de Theodore Nicolet & Co. et d'y remettre réponse ou défense au greffier de la dite cour,

avant ou le même jour, faute de quoi, jugement par défaut sera rendu contre lui et vous ferez votre rapport de cet ordre.

Temoin l'Honorable Sam[l]. H. Harper, Juge de la dite cour, á la ville de la Nouvelle Orléans ce 9[eme] jour de Avril, 1829, et la 53[eme.] année de l'independence des Etats Unis.

[L. S.] F. W. LEA, *Greffier.*

(*Marshal's Return.*)

Executed this writ, by serving in the hands of James W. Breedlove a copy hereof, and of petition, and holding him to bail on the 10th April, 1829. Returned with bond same day.

JAS. NICHOLSON, *Dep. Marshal.*

(*Bail Bond.*)

District court of the United States for the eastern district of Louisiana.

Know all men by these presents, that we, James W. Breedlove, principal, James Calles, security, are held and firmly bound unto John Nicholson, marshal for the eastern district of Louisiana, in the sum of three thousand two hundred dollars, lawful money of the United States, to be paid to the said John Nicholson, his heirs, executors, administrators, assigns, or successors in office; for which payment well and truly to be made, we bind ourselves, our heirs, executors, or administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this tenth day of April, in the year of our Lord one thousand eight hundred and twenty-nine.

The condition of the above obligation is such, that whereas the above bounden James W. Breedlove is now in the custody of the said John Nicholson, marshal as aforesaid, by virtue of a *capias ad respondendum*, issued out of the district court of the United States for the eastern district of Louisiana, in an action of debt, at the suit of Theodore Nicolet & Co., and released therefrom by reason of signing, sealing, and delivering these presents: Now, if the said James W. Breedlove, in case he should be cast in the said suit, shall pay and satisfy the judgment of the said court therein, or surrender himself in execution to the said John Nicholson, marshal as aforesaid, then this obligation to be null and void, or else to remain in full force and virtue.

JAMES W. BREEDLOVE, [L. S.]
JAMES CALLES, [L. S.]

Witness present,
J. C. BATES.

And afterwards, to wit, on the 10th day of April, 1829, the following order of court was entered on record, to wit:

Friday, 10th April, 1830. Special court. Present, Hon. Samuel H. Harper.

2649.

THEODORE NICOLET & Co. *vs.* JAMES W. BREEDLOVE and WILLIAM L. ROBESON.

On motion of T. F. McCaleb, attorney for the defendants, it is ordered that the plaintiffs show cause on to-morrow (Saturday) the 11th inst., at 10

o'clock A. M. at the court-house of the said court, why the orders of bail taken in the above case should not be rescinded on the following grounds, to wit: 1st. The insufficiency of the affidavit. 2d. The want of power in the court to issue such orders.

And afterwards, to wit, on the 11th day of April, 1829, the following entry was made on the minutes, to wit:

Saturday, 11th April, 1829. Special court. Present, Hon. Samuel H. Harper.

2649.

THEODORE NICOLET & Co. *vs.* JAMES W. BREEDLOVE and WILLIAM L. ROBESON.

Rule to shew cause why the order of bail, taken in this case, should not be set aside.

After hearing the arguments of counsel in this case, the court took time to consider.

And afterwards, to wit, on the 28th April, 1829, the following order of court was entered on record, to wit:

Special court, April 28, 1829. Present, Hon. Sam'l H. Harper.

THEODORE NICOLET & Co. *vs.* JAMES W. BREEDLOVE and WILLIAM L. ROBESON.

The court having maturely considered the rule taken in this case on th 10th day of April instant, to discharge the bail in this case, now order that the same be overruled.

And afterwards, to wit, on the day and year aforesaid, the defendants, by their counsel, took the following bill of exceptions, which was allowed, signed, sealed, and ordered to be filed, to wit:

THEODORE NICOLET & Co.
vs.
JAMES W. BREEDLOVE and WILLIAM L. ROBESON.
} *District court of the United States, eastern district of Louisiana.*

Be it remembered, that, on the 10th of April, 1829, the counsel of the defendants having moved the court for a rule on the plaintiffs to shew cause why the orders of bail, given in the above cases, should not be quashed on the ground of the insufficiency of the affidavit, in not being in conformity to the code of practice adopted in Louisiana in the month of October, 1825, which rule having been argued, and the court having taken time to consider the said motion, this day gave its opinion in writing, and ordered that the said rule be discharged, and the said orders of bail be sustained. Whereupon the counsel of the defendants prayed the court to sign this its bill of exceptions, and was accordingly signed on this 28th day of April, 1829.

SAM'L H. HARPER, [L. S.]

And afterwards, to wit, on the 18th day of May, 1829, came the defendants, by their attorney, and filed the following demand of oyer, to wit:

JAMES W. BREEDLOVE and WM. L. ROBESON, *ads.* THEODORE NICOLET & Co.
} *District court of the United States in and for eastern district of Louisiana.*

The defendants, James W. Breedlove and William L. Robeson, reserving all exceptions, say, that they have never been legally served with the

copy of the petition of the plaintiffs in the French and English languages; wherefore they pray to be dismissed with costs.

And further (if further they should be required to answer) they say that the original note sued on has not been filed; wherefore they pray *oyer* of the same, before they are compelled to plead further to this action.

T. F. McCALEB, *att'y for defts.*

JAMES W. BREEDLOVE and WM. L. ROBESON, *ads.* THEODORE NICOLET & Co. } *Cour de dist. des Etats Unis pour le dist. orient. Louisiane.*

Les defendans James W. Breedlove and Wm. L. Robeson, tenant en reserve toute espece d'exception, dirent qu'ils n'ont pas été legalement cités, parsque, ils n'ont pas reçus des copies de la petition des demandeurs dans des langues Françaises et Anglaises, consequemmant ils prient d' être renvoyés avec leurs frais.

Encore ils répondent (s'il est necessaire de répondre de plus) que le billet en original n'a pas été annexé a la petition; ils prient *oyer* du dit billet avant être obligés á repondre á la dite pétition.

T. F. McCALEB,
Avocat des défandeurs.

And afterwards, to wit, on the 19th day of June, 1829, the defendants, by their counsel, filed the following pleas and answer, to wit:

JAMES W. BREEDLOVE and WM. L. ROBESON, *ads.* THEODORE NICOLET & Co. } *In the district court of the United States in and for the eastern district of Louisiana.*

The joint and separate answers of James W. Breedlove and Wm. L. Robeson to the petition of the plaintiffs in the above cause, respectfully shews: that, reserving to themselves the benefit of all legal exceptions, they say, that the late commercial house of Bedford, Breedlove, and Robeson, (of which these respondents were partners) having become embarrassed by misfortunes, did, *after the execution of the note sued on*, to wit, on the 16th day of March, 1827, make out and file in the parish court in and for the parish and city of New Orleans, a full and complete schedule, exhibiting all the debts owing by the said house of Bedford, Breedlove, & Robeson, the debts owing to the said house, and the property of every description belonging to said house, as well the individual partners then in New Orleans, (to wit, your respondents, J. W. Breedlove and Wm. L. Robeson,) which said property was, according to law, *duly accepted by the honorable Judge of the said parish court for the benefit of the creditors placed upon the said schedule*, and among whom *were the plaintiffs*, Theodore Nicolet & Co., then residents of New Orleans, in the State of Louisiana, *and who were also residents of the same place at the time of the execution of the said note now sued on.* That after the said acceptance so as aforesaid made by the said parish Judge, a meeting of the creditors of the said Bedford, Breedlove, and Robeson, was duly called before a notary public in the said city of New Orleans, on the 18th day of April, 1827, at which meeting *the plaintiffs in this cause were duly cited to attend.* That at the appointed time and place, the creditors of the said Bedford, Breedlove, and Robeson, assembled, approved of the acceptance of the property made by the judge as aforesaid; appointed Wm. L. Robeson and

Charles Gardiner syndics, to administer the said estate so accepted, and distribution to make out of its proceeds among the several creditors, according to their rank and privilege. These proceedings (as your respondents aver) were filed in the said parish court, and in due time, viz: on the 16th day of May, 1827, a judgment rendered granting to your respondents a full discharge according to the laws of Louisiana, which proceedings and judgment will appear by the annexed transcript, which your respondents aver has exempted them from arrest, and discharged their further acquisitions (if any they shall acquire) until the full administration of the said estate by the said syndics, and a deficiency be found in the same to pay the debts, and finally they plead the said judgment as a complete and full discharge from all debts, prior to that time, contracted both as regards the person and property of these respondents, and which they pray may be allowed them in bar to the present action, and that the bail be set aside, as well the suit herein instituted be dismissed with all costs; and further these repondents pray all other relief which the nature of the case shall require, and which to justice and equity shall belong, &c.

T. F. McCALEB,
Att'y for respondents.

On which plea and answer is the following endorsement, to wit:

Service of this plea and answer hereby acknowledged, and the filing of the same in the French language waived. New Orleans, June 18, 1829.
CARLETON & LOCKETT.

And afterwards, to wit, on the 4th day of January, 1830, came the plaintiffs, by their attorneys, and filed the following original note, to wit:

$2,964 10. NEW ORLEANS, *Nov.* 22, 1826.

Sixty days after date we promise to pay to order of Messrs. Theodore Nicolet & Co., twenty-nine hundred sixty-four $\frac{10}{100}$ dollars; value received.
BEDFORD, BREEDLOVE, & ROBESON.

And afterwards, to wit, on the 5th day of January, 1830, the following order of court was entered on record, to wit:

Tuesday, 5th January, 1830. The court met pursuant to adjournment. Present, Hon. Sam'l H. Harper.

2649.

THEODORE NICOLET & Co. *vs.* BREEDLOVE and ROBESON.

This cause came on for hearing before the court, when, after hearing the arguments of counsel in part, it is ordered that this cause be set for trial on the jury docket in the plea filed this day.

And afterwards, to wit, on the day and year last above mentioned, came the defendants, by their counsel, and filed the following plea to the jurisdiction, to wit, marked E.

THEODORE NICOLET & Co. *vs.* JAMES W. BREEDLOVE and WM. L. ROBESON. } *District court U. S. East. district of Louisiana.*

And now the said James W. Breedlove and Wm. L. Robeson, (having prayed oyer of the original note, and the same being read to them,) come,

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and for their plea, say: that this honorable court cannot maintain jurisdiction of this cause, for they allege that the note in the petition of the plaintiffs mentioned, and now sued on, was drawn by Bedford, Breedlove, and Robeson, payable to the order of Theodore Nicolet & Co., who *endorsed and assigned* the same to one Frederick Beckman, who *endorsed and assigned* the same to J. J. Sigg, who assigned the same to Theodore Nicolet & Co. the present plaintiffs: Now the said James W. Breedlove and William L. Robeson aver that the said firm of Theodore Nicolet & Co. is composed of various other persons than the said Theodore Nicolet and the said J. J. Sigg; that among the partners in said firm, are one Germain Musson, and one M. P. Durell, and one Charles Lessept, all and each of whom are citizens of the United States, and State of Louisiana.

Further, the said James W. Breedlove and William L. Robeson aver that the said Frederick Beckman, a remote endorser on said note, was, prior to the 5th day of July, 1828, and at the time of his transfer of said note to said J. J. Sigg, an alien and subject of the Hanseatic towns; that, on the said 5th day of July, 1828, and prior to the institution of the present, the said Frederick Beckman became a citizen of the United States and State of Louisiana; that he was at the time this suit was instituted, and is now a citizen of the State of Louisiana, and of which said State of Louisiana they, the said Breedlove and the said Robeson, aver that they were citizens at the time of the transfer from said Nicolet & Co. to the said Beckman, as also at the times of transfers from said Beckman to said Sigg, and by the said Sigg to the plaintiffs, respectively. They further allége the said J. J. Sigg ever to have been, and now to be an alien. Wherefore they pray the judgment of the court whether jurisdiction of this cause can be maintained, and that the matters herein set forth may be inquired into by the country, and for general relief.

T. F. McCALEB.
Att'y for J. W. Breedlove and Wm. L. Robeson.

THEODORE NICOLET & Co.
vs.
JAMES W. BREEDLOVE and WM. L. ROBESON.

Cour des Etats Unis district d'est de l'Etat de la Louisiane.

The said James W. Breedlove and Wm. L. Robeson, (ayant priés oyer du billet et le même ayant été lu,) á present on dit que cette honorable cour ne pent pas maintenir jurisdiction de cette cause, parsque, le billet mentionné dans la pétition des demandeurs et sur lequel ce proces est commencé était tiré par Bedford, Breedlove, and Robeson, payable á Theodore Nicolet & Co., qui ont endossés et transferés le dit billet a Frederick Beckman, qui á endossé et transferré le dit Billet and J. J. Sigg, qui a transferré le dit billet á Theodore Nicolet & Co. les demandeurs, á present les dits Breedlove and Robeson alléquent que la société de Theodore Nicolet and Co. est composeé des autres personnes que les dits Nicolet and Sigg, que Germain Musson, M. P. Durell, et Charles Lessept sont des associés, et qui sont, tous des citizens de l'Etat de la Louisiane. Encore le dit Breedlove, et le dit Robeson, expose que Frederick Beckman, un des endosseurs, sur le dit billet était anternimement a 5 de Juillet, 1828, (et á l'époque quand le dit billet était transferré au dit Sigg, un (*alien*) étranger et sujet des villes Hanseatiques, que le 5 Juillet, 1828, et anternimement au commencement est dévenu citoyen des Etats Unis et de l'Etat de la Louisiane: qu'il l'était á

l'époque quand ce proces était commencé et l'est à présent; que le dits Breedlove and Robeson, etait á l'époque quand le dit billet était transferré au dit Beckman, (et sont á présent et était á l'epoque que le dit billet était transfereé par Beckman á Sigg, et par Sigg au demandeurs) citoyens de l'Etat de la Louisiane, et que le dit Sigg était toujours un (*alien*) étranger, consequemment ils prient jugement que si cette cour a jurisdiction et un juré avec toutes antres chases.

McCALEB, *Avocat.*

And afterwards, to wit, on the day and year before mentioned, the defendants, by their counsel, took the following bill of exceptions, which was allowed, signed, sealed, and ordered to be filed, to wit:

THEODORE NICOLET & Co. } *U. S. district court.*
vs.
BREEDLOVE & ROBESON. }

Be it remembered, that, on this 5th day of January, 1830, this cause being regularly fixed for trial on the answer and plea in bar filed by the defendants on the 19th day of June, 1829, after the plaintiffs' counsel had opened the cause by reading the petition and the said answer and plea in bar, and having stated the law upon which he relied, and having thus finished the opening of this case, gave place to defendants' counsel to substantiate his defence. That said defendants' counsel thereupon *presented to the court* the document marked E, and *prayed leave to file* the same: to which filing, plaintiffs, by their counsel, objected, on the ground that it was now too late to raise any question touching the jurisdiction of the court, after issue had been joined upon the merits by filing the answer and plea aforesaid, or to dispute any matters necessarily admitted therein; which objection was, however, overruled by the court, and leave granted defendants' counsel to file the said plea and document E, and the court declining to proceed any further in the investigation of the cause, ordered the same to be continued, that the matters and things set forth in the said document E, might be first tried by a jury, before any other proceedings could be had therein. Whereupon plaintiffs' counsel tendered this bill of exceptions, which was granted, and signed by the court.

SAM. H. HARPER.

And afterwards, to wit, on the 20th day of May, 1830, the following entry was made on the record, to wit:

Thursday, 20th May, 1830. The court met pursuant to adjournment. Present, Hon. Samuel H. Harper.

THEODORE NICOLET & Co } *Motion to dismiss the plea to the jurisdiction.*
vs.
BREEDLOVE and ROBESON. }

The court having heard the arguments of counsel took time to consider.

And afterwards, to wit, on the day and year aforesaid, the defendants, by their counsel, took the following bill of exceptions, which were allowed, signed, sealed, and ordered to be filed, to wit:

THEODORE NICOLET & Co. } *District court of the U. States in and for eastern district of Louisiana.*
vs.
JAMES W. BREEDLOVE and WM. L. ROBESON. }

Be it remembered, that, on the 20th day of May, 1830, the attorney of the plaintiffs moved the court to reconsider and annul its order of the 5th

January, 1830, which permitted to the defendants to file the plea to the jurisdiction, and which was so filed on the said 5th January, as appears by the same on record, and made part of this bill of exceptions.

The counsel for the defendants objected to the motion as being informal, as made too late, and in violation of, and inconsistent with, the law and the rules of proceeding adopted for the government of the court; that as a bill of exceptions had been taken to the opinion of the court in permitting said plea to the jurisdiction to be filed on the said 5th January; that as said plea prayed that the matters should be inquired of by a jury; that as said cause had been put upon the jury calendar, and was so called at the February term of the court, but not tried for want of time, the said motion was too late, and was illegally made. The court however overruled the objections; permitted the motion to be made and argued, and, on the 24th May, 1830, decided that said plea to the jurisdiction, filed on the 5th January, 1830, was so filed too late, and should be rejected for the following reasons, viz: That the defendants did not avail themselves of the right of not answering to the petition as they might have done, until they had oyer of the note sued on; but answered to the merits, and put the cause at issue, and which was actually on trial, before they tendered their plea to the jurisdiction. That oyer of the note was not necessary to enable them to plead in abatement the citizenship of the plaintiffs; that both branches of the plea to the jurisdiction deny the *capacity* of the plaintiffs to sue, and therefore ought to have been plead in abatement, and before issue joined on the merits; and that no material step was taken in the cause between the reception of the plea to the jurisdiction, and the period of its rejection upon reconsideration.

SAM. H. HARPER, [L. S.]

And afterwards, to wit, on the 24th day of May, 1830, the following order of court was entered on the records, to wit:

Monday, 24th May, 1830. The court met pursuant to adjournment. Present Hon. Sam. H. Harper.

THEODORE NICOLET & Co. *vs.* BREEDLOVE and ROBESON. } *Motion to dismiss the plea to the jurisdiction.*

The pleas to the jurisdiction of the court in this case having been received by the court on the 5th day of January last, are now, upon a rehearing of the matter, ordered to be overruled.

And afterwards, to wit, on the 7th day of June, 1830, the following entry was made on the records, to wit:

Monday, 7th June, 1830. The court met pursuant to adjournment. Present, Hon. Sam. H. Harper.

THEODORE NICOLET & Co. *vs.* BREEDLOVE and ROBESON.

This cause came on for trial before the court, when the following admissions were made, viz:

It is admitted that the persons composing the firm of *T. Nicolet & Co. were residents of the State at the time of the execution of the note sued, and have continued so up to the present date;* that they are, however, absent for about six months in the year, but when so absent, have their

agents to attend to their business, and that their commercial house has existed in New Orleans ever since the execution of the said note. It is also admitted that, at the time of the execution of the said note, the defendants, J. W. Breedlove and William L. Robeson, were residents of the city of New Orleans, and citizens of the State of Louisiana; when, after hearing the arguments of counsel, the court took time to consider.

And afterwards, to wit, on the 7th day of June, 1830, the plaintiffs' counsel took the following bill of exceptions, which were allowed, signed, sealed, and ordered to be filed, to wit:

THEODORE NICOLET & Co. *vs.* BREEDLOVE and ROBESON.

Be it remembered, that, at the trial of this cause, on this 7th June, 1830, defendants, by their counsel, offered in evidence the record of the bankrupt proceedings from the parish court, entitled J. W. Breedlove and Wm. L. Robeson, and Bedford, Breedlove, and Robeson, *vs.* their creditors, and numbered 1216, to the introduction of which, plaintiffs, by their counsel, objected, on the ground that it did not appear, from an inspection of said records, that the plaintiffs had been cited or made parties thereto. But the court overruled the objection, and suffered the record to be read.

SAM. H. HARPER.

It is admitted that the meeting of the creditors was duly advertised in the public prints.

H. CARLETON, *att'y for plffs.*
THOS. F. McCALEB, *att'y for deft.*

And afterwards, to wit, on the day and year aforesaid, came the defendants, by their counsel, and filed the following insolvent proceedings, referred to in the foregoing bill of exceptions, to wit:

To the Hon. James Pitat, Judge of the parish court in and for the city and parish of New Orleans:

The petition of James W. Breedlove and William L. Robeson, residing in the city of New Orleans, herein acting in their own behalf, and by authority also in behalf of John R. Bedford, residing in the State of Alabama, respectfully shews: that your petitioners have, for some time, carried on business, as commission merchants, in the city of New Orleans, under the name and firm of Bedford, Breedlove, and Robeson. That, owing to the difficulty of the times, and the misfortunes in trade, they find themselves unable to meet the demands of their creditors; that they have made out a statement of their affairs, hereto annexed, marked A, and that they are desirous to obtain a discharge from their debts as members of the said firm of Bedford, Breedlove, and Robeson, as well their debts in individual characters.

Wherefore, on the annexed affidavits and schedule, they pray your honor to accept the voluntary surrender of their ———. That all proceedings against their persons and property be stayed; that a meeting of their creditors be ordered to take place before a notary public; a counsel appointed to represent the absent creditors; and that after due proceedings had, that your petitioners may have accorded to them the benefit of all the laws of the State of Louisiana for the voluntary surrender of property; that they may be for ever discharged from all debts heretofore contracted, as members

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of said commercial firm of Bedford, Breedlove, and Robeson, as in every other character, and that all other relief be extended to your petitioners which the justice and equity of their case shall require, and which to law appertains, &c. &c.

McCALEB & BYRNES,
Att'ys for petitioners.

I, James W. Breedlove, do solemnly swear that annexed schedules marked A, contains a correct and faithful statement of all the property I possess, either in movables or immovables, or in other rights or claims, except however the clothes and linen to my use, and that of my family, my arms and militia accoutrements, and the instruments indispensably necessary for the profession or calling whereby I make a living, and which the law authorizes me to keep.

And I do further solemnly swear that the said schedule contains a correct and faithful statement of my active and passive debts, and of the losses I have experienced in my affairs, and that I have neither directly nor indirectly, divested any thing of my property to the injury of my creditors. So help me God.

JAMES W. BREEDLOVE.

Sworn to and subscribed before me, this 16th day of March, 1827.
P. F. SMITH, *Assoiate Judge.*

I, William L. Robeson, do solemnly swear that the annexed schedules, marked A, contains a correct and faithful statement of all the property I possess, either in movables or immovables, or in other rights or claims, except however the clothes and linen to my use, and my arms and militia accoutrements, and instruments indispensably necessary for the profession or calling whereby I make a living, and which the law authorizes me to keep.

And I do further solemnly swear that the said schedule contains a correct and faithful statement of my active and passive debts, and of the losses I have experienced in my affairs, and that I have neither directly nor indirectly, divested any thing of my property to the injury of my creditors. So help me God.

WM. L. ROBESON.

Sworn to and subscribed before me, this 16th day of March, 1827.
P. F. SMITH, *Associate Judge.*

Let the surrender of property be accepted according to law; and it is ordered that a meeting of the creditors of the petitioners take place at the office of G. R. Stringer, Esq., notary public, on the 18th day of April, 1827, and, in the mean time, let all proceedings against their persons and property be stayed. Geo. Strawbridge, Esq., is appointed to represent the absent creditors.

JAS. PITAT, *Judge.*

NEW ORLEANS, *March* 16, 1827.

Copy of the schedule referred to in the foregoing petition, and marked A, No. 1.

STATEMENT of the affairs of Bedford,

BY WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNT.
James W. Breedlove	New Orleans	Partner of the house	4,767 52
William L. Robeson	Do	- -	4,737 97
Breedlove & Robeson	Do	Open account	17,500 38
C. Dart & Co.	Petit Gulf, Miss.	Do	7,156 94
Josiah Parker	Florence, Ala.	Do	168 36
Samuel Long	- -	Do	40
B. Smith	- -	Do	58 35
John Hardie & Co.	Whitesburg, Ala	Account	2 50
Conway Oldham	Stenk Island	Do	2
Isaac Lane	Morgan county, Ala.	Do	44 59
Banks, Miller, & Kincaid	New Orleans	Open account	229 12
James Perry	Pulaski, Ten.	Do	130 75
Moses Moore	Madisonville, La.	Account	23 46
St. Bt. Favorite and owners	New Orleans	Do	2 33
John McKinley	Huntsville, Ala.	Do	11 90
N. W. Wheeler	Cincinnati, Ohio	Do	8
B. W. Nixon	Denmark, Ten.	Do	388 01
David Hubbard	Florence, Ala.	- -	1,072 63
James Carr	Cairo, Ten.	Acceptances	387 28
J. West	Baton Rouge	Account	253 64
C. Freeman	-	- -	137 75
E. R. Chew	Louisville, Ken.	Account	100
Offitt & Crinley	Port Gibson, Miss.	Open account	14,481 21
Jesse Ward	Hartford, Ken.	Do	20
J. U. Warring	Morgan Field, Ken.	-	80 18
Bank of Louis'a stock	New Orleans	Lost in the purchase	478 33
Thomas Newlin	Warrenton, Miss.	Dead account sent for collect.	78 32
Lou. Ins. comp'y stock	New Orleans	2 shares stock	160
A. B. Bradford	Greenville, Miss.	Open account	208 08
Office furniture	New Orleans	On hand and in use	369
Steamboat stock	Do	Shares in Tuscumbia S. B. co.	999 99
H. Robinson	Fayetteville, Ten.	Open account	191 46
James H. Cunningham	Bairdstown, Ken.	Do	4 32
A. Patton & Co.	Jackson, Ten.	Acceptances and account	2,967 49
William Alderson	New Orleans	Open account	20 73
T. F. McCaleb	Do	Do	388 08
A. H Harris	Jefferson, Ten.	Do	38 90
R. H. Rose	Big Creek, Ten.	Do	1,483 37
James Porter	Nashville, Ten.	Do	1 50
Thomas Burn	Port Gibson, Miss.	Account	80 96
J. G. Clark	Do do	Do	2,476 56
Deberys and Longer	New Orleans	Do	157 28
Hearse account	Do	2 horses	533
Loss of exchange	Do	On sundry bills negotiate	1,670 78
A. H. Keene	Paris, Ten.	Acceptances	1,086 23
F. B. Fogg	Nashville, Ten.	Open account	79 85
D. Hamilton	Port Gibson	Dead account	17 75
Prop'ty in Common st.	New Orleans	Interest with A. Hodge, jr.	2,842 28
Charles M. Lawson	Vicksburg, Miss.	Open account	128 32
John A. Munt & Co.	Shelbyville, Ten.	Do	1,077 58
N. & B. Hart	New Orleans	Do	285 95
H. Edwards	Nacogdoches	Account	214 50
James Kirkpatrick	Ireland	Open account	6,144 86
Geo. R. Dismuckes	Nashville, Ten.	Account	92 05
Fennell & Davis	Decatur, Ala.	Acceptances	1,617 75
Tobacco press	New Orleans	2 rooms in Reffignac's store	198 62

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Breedlove, and Robeson, Merchants, New Orleans.

TO WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNTS.
John Townsend	Vicksburg, Miss.	Open account	154 13
Beverly Hughes	Do do	Do	2,297 71
Is Osgood & Co.	New Orleans	Do	60 69
Hawes & Buckner	-	Account	1,436 13
Joshua Johnston	Gunter's Landing	Do	598 40
Wm. B. Robertson	Placquemine, La.	Do	2,502 87
George Sharp	Baton Rouge, La.	Do	176 25
Pulaski Cage	Woodville, Miss.	Do	715 16
Samuel Hicks	New York	Do	25,578 71
Winchester & Carr	Memphis, Ten.	Do	408 16
Lewis Miller	Natchez, Miss.	Do	663 70
Hyde & Merritt	New Orleans	Do	40 43
Wm. McCleary	Vicksburg, Miss.	Do	101 64
Hamlin Epes	Courtland, Ala.	Do	298 31
Wilie Bahannan	Vicksburg, Miss.	Do	10 05
James McMinis	-	Do	30
Mason & McElwee	Fayetteville, Ten.	Do	1,240 87
James Purdon	New Orleans	Do	123 23
J H. Wilson & Co.	Jackson, Ten.	Do	15 50
John Smith	Lexington, Ken.	Do	6,268 27
James Irwin	Florence, Ala.	Interest with Bedford	353 97
George Ward	Madisonville, Ken.	Account	10 79
Wm. Minifer	Decatur, Ala.	Do	70
M. Q. Ashley	Richmond, Ken.	Do	40 44
Thomas & Kirmin	New Orleans	Do	274 78
Wm. Y. Lewis	Do	Do	44 50
Wm. Smith	Huntsville, Ala.	Do	327 25
John R Bedford	Florence, Ala.	Partner of the house	13,170 80
David Q. McAllister	Courtland, Ala.	Open account	644 45
Charles Taylor	Rocky Spring	Dead account	953 65
Stephen Bedford	Paris, Ken.	Account	374 50
D. Miller	-	-	42 05
David Griffith	New Orleans	Storage account	104 92
St. Bt. Caravan	Do	Account	47 75
L H. Lyne,	Henderson, Ken.	Do	1,716 27
Wm. Brown	Florence, Ala.	Funds attached	758 38
T. A. Strain	Courtland, Ala.	Open account	947 05
E. Thompson	-	Do	415 49
John Armstrong	New Orleans	Do	169 23
Jas. Kirkpatrick & Co.	Ireland	Do	3,291 54
D. & A. Hunter	Moulton	Do	466 97
Charles Byrne	New Orleans	Borrowed money	604 50
Mount Hope farm	Near Florence, Ala.	Account	1,281 78
E. Clark	Edmonston, Ken.	Do	222 83
David Scott	Mobile	Open account	10
Joseph Le Carpentier	New Orleans	Do	82 81
Gordon & Forstall	Do	Do	120 60
William Graham	Lake Providence	Account	2,116
Robert Lewis	New Orleans	Drayages	477 24
James Calles	Do	Open account	161 38
J. M. Morris	Do	Rents collected	426 59
B. R. McIlvaine & Co	Louisville, Ken.	Unsettled account	2
William Leavy & Son	Lexington, Ken.	Account	108 18
P. H. Shade	New Orleans	Dead open account	18
Daniel Boon	-	Do do	295 79
Henry Starke & Co.	New Orleans	Balance of account	12 25
L. Mitchell	Vicksburg, Miss.	Open account	272 90

STATEMENT—

BY WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNTS.
Wm. Blunton	Stock Island	Account	50
Wm. Carroll	Nashville, Ten.	Open account	20 50
Baker Woodward	Vicksburg, Miss.	Account	29
Robert Black	South Florence, Ala.	Do.	76 54
Birknell & Watson	New Orleans	Endorsements and account	2,847 16
Sam. S. Stevenson	Cynthiana	Open account	2,351 55
Jesse Benton	Big Creek, Ten.	Do.	105 72
Adv. pr. Hel. McGregor	Vicksburg, Miss.	Consigned to H. Morse	999 33
A. M. Hood	Lake Providence	Open account	524 64
Samuel Craig	Near Florence, Ala.	Account	2 62
Adv. pr. Emerald	South Florence, Ala.	Consigned to Ro. Black	837 37
Sam. Johnston & Moore	Nashville, Ten.	Acceptances	782 01
M. Wells	Alexandria	Open account	9 87
Eben. Fiske	New Orleans	Agent of Wm. Parsons, Boston	6,323 30
Wm. Graham	Bowling Green, Ken.	Account	3 30
Littleton Henderson	Memphis, Ten.	Open account	478 82
Fennell & Peck	Decatur, Ala.	Do.	70
And. P. Horton	Huntsville, Ala.	Acceptances	984 13
D. M. Bradford & Co.	Do. do.	Open account	202 11
John Boardman	Do. do.	Do.	99 17
Joel F. Randolph	New Orleans	Do.	283 23
Wm. P. Perkins	Woodville, Miss.	Do.	850
Vance & Dicks	Clarksville, Ten.	Do.	3,888 41
R. & A. Lockhart	Athens, Ala.	Do.	1,243 04
Geo. L. McElwee&Co.	Triana, Ala.	Do.	1,981 51
Geo. L. Locker	Hopkinsville, Ken.	Account	13 00
Walden Fuller	Florence, Ala.	Do.	4 45
Jonathan Beckwith	Do. do.	Do.	494 31
William Gregory	Courtland, Ala.	-	68 16
Thomas M. Burland	Vicksburg, Miss.	-	377 32
John Campbell	Guard Gulf	-	7 19
John Q. Usley	Unknown	-	20
Jamison & Carry	Nashville	-	1,450
O. B. Hayis	Do.	-	77 66
Benjamin Winchester	Donaldsonville, Lou.	-	1,192 66
Fielder Offrit	Port Gibson	-	1,713 56
J. W. & S. Magaffin	Saltello, Mexico	-	8 60
Geo. B. Newell	Woodville, Miss.	-	178 95
Adv. pr. Francis Watson	-	-	238 77
Edward Ward	Nashville	Open account	750
Robert W. Green	Decatur, Ala.	Account	200
Forsey & Pyke	Huntsville, Ala.	Litigated account	332 84
John S. White	-	-	1 07
James Woods & Co.	Nashville	Unsettled account	34 62
William Eckols & Co.	-	-	29 89
Step. R. Roberts & Co.	Cairo, Ten.	Acceptances, &c.	5,394 40
B. W. Bedford	Nashville, Ten.	Claims for collection	3,136 87
Breedlove & Greenleaf	Port Gibson, Miss.	Acceptances	12,969 31
Henry Morse	Vicksburgh, Miss.	Do.	26,978 37
McDaniel & Malene	Cairo, Ten.	Do.	3,088 18
Cash	-	-	311 02
Charles A. Jacobs	New Orleans	Unsettled account	1,070 72
Wagly, Caldwell, and Patterson	Columbia, Ken.	Account	128 81
Daniel Carroll	Louisville, Ken.	Do.	31 19
L. Cage	New Orleans	Due bill	30
M. Thomas	Cliffs of Littmer	Account	19 50
John Edrington	Elkton, Ken.	Do.	20

Continued.

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TO WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNTS.
Suspense account	New Orleans	Claims to liquidate	3,046 19
John Stewart	-	-	820 54
Joseph C. Smith	New Orleans	Open account	158 50
Henry Crabb	Nashville, Ten.	Account	229 01
Commission account	New Orleans	Due on this account	4,725 94
Phelps & Babcock	Do.	Account	136 04
Interest account	Do.	Due on this account	1,018 47
Palfrey & Worthington	Do.	Account	55 32
James N. Hyde	Do.	Do.	65 50
Thomas Taley	Do.	Do.	44 90
Nathaniel Emerson	Do.	Do.	836 79
Sam'l W. Oakey & Co.	Do.	Do.	32 57
J. L. Florance	Do.	Do.	70 50
Wm. F. Hyde & Co.	Do.	Do.	214 34
James Pench	Do.	Do.	491 91
Hill & Henderson	Do.	Do.	49 59
William Florance	Do.	Do.	407 41
Dennistown Hill & Co.	Do.	Advance on ship't to Liverpool	2,434 34
Greenberry Dorsey	Do.	Account	74 08
H. M. Childress	Lake Providence, Miss.	Do.	640 42
Joseph Chandler	New Orleans	Do.	1,399 82
J. Maseley	Lake Providence	-	234 41
A. Boyd	Canton, Ken.	-	32 27
Moutz & Goun	Decatur, Ala.	-	115 77
L. H. Jones	Courtland, Ala.	-	2,287 96
Sam. H. Hicks & Sons	New York	Advance on shipment	2,750
Calles & Hearsey	New Orleans	Account	91 75
Thomas O. Parran	Memphis, Ten.	Open account	190 14
Joseph Fowler, jr.	New Orleans	Account	348 61
Samuel Eaden	Do.	-	98 69
H. L. Williams and A. Rogers	New York	-	254 88
N. C. Horsily	Henderson, Ken.	-	324 03
Nicholas Whitelaw	-	-	82 39

Bills payable as follows:

C. Dart & Co.'s	draft favor	Munroe & Waston	2,508 71
Offrit & Crinley's	do.	do. do.	648 62
Henry Morse's	do.	Hill & Henderson	704 69
Do. do.	do.	Phelps & Babcock	1,538 57
Do. do.	do.	S. W. Oakey & Co.	1,621 87
Do. do.	do.	Rogers, Slocomb, & Co.	1,701
Do. do.	do.	Andw. Elliot	1,307 83
Do. do.	do.	Munroe & Watson	1,124
A. M. Hood's	do.	Rowe & Hallin	2,206 91
Henry Morse's	do.	Babcock & Gardiner	759 09
Horace Carpenter's	do.	G. Winter	1,108 38
Ask Lockhart's	do.	Rogers, Slocomb, & Co.	446 22
Do. do.	do.	Sheldon & Dixon	224 06
Do. do.	do.	Rowe & Hullin	244 06
Do. do.	do.	J. L. & Wm. Florence	328 70
Snow, Johnston, and Moore's	do.	Rogers, Slocomb, & Co.	535 26
Breedlove&Greenleaf's	do.	T. R. Hyde	200
Do. do.	do.	our endorsement	184 25
Do. do.	do.	do.	786 50
Do. do.	do.	do.	820 71

STATEMENT—

BY WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNTS.
Slater & Hicks	Pleasant Exchange	Acceptances	456 36
Parker, Anderson, & Co.	Triana, Alabama	Do.	32 70
Thomas F. Hunt	Donaldsonville, Lou.	Account	1,450 31
Est. of Robert Thompson	Plaquemine, Lou.	Do.	1,276 86
Wm. Greenfield	Elkton, Ken.	Do.	1,050 92
Thomas Waters	-	Do.	120 51
Armour & Lake	Jackson, Ten.	Do.	1,268 71
John A. Wilson	Lexington, Ken.	Do.	320
F. G. Crutcher	Lebanon, Ten.	Do.	14 37
Wm. Cage & Co.	Cairo, do.	Acceptances	1,041 33
James W. McClure	Paris, do.	Account	86 73
Watson & Burke	Nashville, do.	Acceptances	14,198
Jacob Hyland	Vicksburg, Miss.	Account	96 86
Thomas Wells	Nashville, Ten.	Do.	15 29
Isaac Rawlings	Memphis, Ten.	Do.	1 09
Douglass, White, and Alicorn	Lebanon, Ten.	Do.	26 35
Daniel Wish	Baton Rouge	Do.	25
Steam Boat Lawrence	Cincinnati, Ohio	Do.	50
John D. Watson & Co.	New Orleans	Do.	59 13
John A Greer	Lexington, Ten.	Do.	385
Doak and Adams	Doak's Stand	Acceptances	1,340 50
Sam. Calvit	Petit Gulf	Account	5,250
John Young V.	Paris, Ten.	Do.	364 42
Adv. per Louisiana to New York	-	-	3,263 09
Munro and Watson	New Orleans	Do.	12 40
John Singleton	Port Gibson	Do.	700
Thomas Middleton	Bowling Green, Ken.	Do.	750
John Overton	Nashville, Ten.	-	30 50
William Parsons	Boston, Mass.	Judgment in U. S. Court	6,418 35
Lot and warehouse at Grand Gulf	Grand Gulf, Miss.	-	150
Charges account	New Orleans	-	1,343 04
Andrew Hodge, Jr.	Do.	Account	273 05
Wm. Duncan & Sons	Liverpool	-	1,015 10

Bills receivable as follows:

A. W. Palmer's	note favor	B., B. & Robeson		162 75
Do. do.	do.	do.		200
Do. do.	do.	do.		200
A. W. L. Palmer's	do.	do.		300
Do. do.	do.	do.		300
William P. Perkin's	draft favor	do.		403 13
A. W. Breedlove & Co.'s	do.	Breedlove and Greenleaf		2,000
Do. do.	do.	do.		2,000
Do. do.	do.	do.		500
Do. do.	do.	do.		500
Do. do.	do.	do.		500
Do. do.	do.	do.		500
Do. do.	do.	do.		500
Do. do.	do.	do.		500
Do. do.	do.	do.		1,000
Do. do.	do.	do.		2,000
Do. do.	do.	do.		1,000

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TO WHOM DUE.				AMOUNTS.	
Breedlove&Greenleaf's	draft	our	endorsement	820	71
Do. do.	do.	do.		538	35
Do. do.	do.	do.		253	64
Wm. Cage & Co.'s	do.	favor	P. Parker	155	53
Do do.	do.		Hill and Henderson	145	37
C. Dart and Co.'s	do.		J. S. Gascoigne	1,293	63
Wm Cage and Co.'s	do.		Hanse and Hepp	282	08
Horace Carpenter's	do.		G. Winter	781	07
Fennell and Davis's	do.		Wm. F. Hyde and Co.	1,035	91
Do do.	do.		Bicknell and Watson	858	72
Slater and Hicks's	do.		Hyde and Merritt	291	20
R. Black's	do.		A. Fiske and Co.	728	83
Carr and Vaughan's	do.		T. R. Hyde	387	28
R. Thompson's	do.		Joseph Erwin	2,000	
Wm. Cage and Co.'s	do.		Wm. Alderson	603	58
S. R. Roberts & Co.'s	do.		Wm. Alderson	952	10
Alex Patton and Co.'s	do.		James Calles	1,559	87
A. H. Keene's	do.		do.	798	
B., B & Robeson's	note	favor	And. Hodge, Jr.	1,000	
Do. do.	do.		do.	1,000	
Vance and Dirks's	do.		Wm. F. Hyde & Co.	581	24
McDaniel and Maline's	draft	favor	Phelps and Babcock	344	
R. W. Green's	do.		Hill and Henderson	200	
McDaniel and Maline's	do.		Wm. F. Hyde and Co.	1,410	63
Do. do.	do.		Hill and Henderson	238	29
Do. do.	do.		H. Hayne and Co.	339	19
Do. do.	do.		White and Keeler	729	07
S. R. Roberts and Co.'s	do.		H. Haynes and Co.	190	22
Alex. Patten and Co.'s	do.		E. Patten and Co.	761	39
S. R. Roberts and Co.'s	do.		White and Keeler	438	72
Henry Morse's	do.		John Wilcox and Co.	1,240	72
B., B. and Robeson's	note	favor	John Nicholson	665	06
Do. do.	do.		do.	665	06
S. R. Roberts & Co.'s	draft	favor	Rogers, Slocomb, and Co.	443	84
Do. do.	do.		Hill and Henderson	399	45
B. B. and Robeson's	note	favor	Louis Phillips	1,475	05
Do. do.	do.		Joseph Fowler, jr.	1,177	16
Do. do.	do.		do.	1,182	91
Do. do.	do.		do.	1,188	66
Do. do.	do.		do.	1,194	41
Do. do.	do.		do.	1,200	19
Jamison and Curry's	draft	favor	H. R. Lee and Co.	1,450	
Breedlove&Greenleaf's	do.		order B., B., and R.	434	74
Do. do.	do.		do. do.	1,059	33
Do. do.	do.		do. do.	517	25
Do. do.	do.		do. do.	947	
Do. do.	do.		do. do.	520	55
Do. do.	do.		do. do.	658	74
Do. do.	do.		do. do.	947	
A. W. Breedlove&Co.'s	do.		do. do.	330	50
Doak, Adams & Doak's	do.		S. L. Florence, al.	1,010	
Breedlove&Greenleaf's	do.		Phelps and Babcock	240	66
Do. do.	do.		do. do.	251	75
Henry Morse's	do.		Rogers, Slocomb, and Co.	539	49
Do.	do.		D. C. Hatchkiss	126	49
Do.	do.		Thomas Baren	728	41
Do.	do.		Babcock and Gardiner	332	58
Do.	do.		S. W. Oakey and Co.	795	46

STATEMENT—

BY WHOM DUE.		AMOUNTS.	
Sam. Calvit's	draft favor C. Dart and Co.	5,000	
Horace Carpenter's	Port Gibson, acceptances, &c.		4,273 11
	Garried forward		$228,038 47

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		TO WHOM DUE.	AMOUNTS.
Henry Morse's	draft favor	Rowe and Hallin	1,849 08
Do.	do.	James Howe	1,735 95
Do.	do.	S. W. Oakey and Co.	821 28
Do.	do.	do. do.	826 46
Do.	do.	Babcock & Gardiner	665 15
Do.	do.	B., B., and Robeson	475
Do.	do.	do. do.	122 50
Do.	do.	do. do.	2,791 23
Do.	do.	do. do.	1,000
A. and R. Vance	do.	Thomas Shewell	1,227 26
Do. do.	do.	do.	719 99
B., B., and Robeson's	note favor	Thomas and Kernion	300
Vance and Dicks's	draft favor	Thomas E Rockhill	469 32
B., B., and Robeson's	note favor	Theodore Nicolet and Co.	2,964 10
Do. do.	do.	Tayleur, Bates, and Chorley	521 93
Breedlove&Greenleaf's	do.	J. B. Cabin	200
Wm. P. Petkins's	do.	A. M Felsers	850
Matthew Watson's	do.	Bicknell and Watson	1 400
Wm. Greenfield's	note favor	Bradford and Starker	1,150
Bedford, B., & R.'s	do.	John G. Greeves and Co.	130 16
Breedlove&Greenleaf's	draft favor	Passmore Hoops	500
B., B., and Robeson's	note favor	James Calles	2,000
Breedlove&Greenleaf's	draft favor	Offrit and Crinley	250
Do. do.	do.	do. do.	2,500
Do. do.	do.	D. G. Humphreys	500
Henry Morse's	do.	Breedlove and Greenleaf	4,000
B., B., and Robeson's	do.	Bicknell and Watson	1,897 46
Benjamin Winchester's	do.	J. Leeds	744 27
Offrit and Crinley's	do.	Breedlove and Greenleaf	3,050
Watson and Burke's	do.	Bradford and Starker	4,651 50
Matthew Watson's	do.	Bicknell and Watson	1,100
Vance and Dicks's	do.	Henry Taland	890 60
H. M. Childress's	do.	Reynolds, Byrne, and Co.	192 93
Do.	do.	Robert Townsend	243 21
Do.	do.	Job Squier and Co.	27 87
Do.	do.	James Purdon	208 75
Do.	do.	Rogers, Slocomb, and Co.	80
S. R. Roberts and Co.'s	do.	Bradford and Starker	2,281 62
Jacob Hyland's	do.	J. Hyland	200
Watson and Burke's	do.	Bradford and Starker	2,350
B., B., and Robeson's	note favor	Louisiana Insurance Company	233 50
Slater and Hicks'	draft favor	Robertson and Elliott	118 75
Horace Carpenter's	do.	Breedlove and Greenleaf	2,000
Breedlove&Greenleaf's	do.	P. Hoops	500
Watson and Burke's	do.	Bradford and Starker	4,696 50
Breedlove&Greenleaf's	do.	Offrit and Crinley	2,000
B., B., and Robeson's	note favor	Wm. McKean	216 50
Breedlove&Greenleaf's	draft favor	T. N. Shelby	400
Do. do.	do.	Offrit and Crinley	350
B., B., and Robeson's	note favor	Benjamin Levy	176 12
Breedlove&Greenleaf's	draft favor	John G. Singleton	700
Watson and Burke's	do.	James Wood and Co.	2,500
Edward Ward's	do.	George Shell	750
			30,662 12

STATEMENT—

BY WHOM DUE.	AMOUNTS.	
Brought forward		$228,038 47
		$228,038 47

(*Copy of schedule,*

STATEMENT of the affairs of ——— *Breedlove,*

BY WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNTS.
Breedlove, Bradford, and Bobeson	New Orleans	Open account	$35,154 26
Wm. Taylor and Co.	Mobile	do.	11 06
Archibald Harralson	St. Francisville	do.	40 91
S. W. Breedlove	Port Gibson	do.	40
St. Bt Indiana and owners	Louisville	do.	30
Alexander Miller	Columbia, Ken.	Promissory note	2,659 25
Elijah Reed	Lexington, Ken.	Open account	45
R. H. McNair	New Orleans	do.	212 12
Charles Ewing	do.	do.	6 11
Louis Cheveux	do.	do.	28 86
James Scallen	do.	do.	22
John W. Hamilton	Rocky Spring, Miss.	do.	114 96
Bills receivable	Consisting of 4 notes	Francis Boardman, T. J. Wilson, C. H. Barton, H Mooney	312 36
			$38,676 89

Continued.

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TO WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNTS.
Rogers, Slocomb, & Co.	New Orleans	Borrowed money	500
Babcock and Gardiner	do.	$1,401 27 borrowed money, and account	2,059 49
Sam. P. Morgan & Co.	do.	Borrowed money	250
John Nicholson	do.	do.	600
A. R. Taylor	do.	do.	500
Profit and loss	do.	Balance of that account	4,836 10
Storage account		Balance of that account	403 06
			$228,038 47

H. Starke and Co. have instituted a suit in P. Court, New Orleans, for damages for $4,500, which is not acknowledged.

NEW ORLEANS, 16*th March*, 1827.

JAMES W. BREEDLOVE,
W. L. ROBESON.

marked A, No. 2.)

and Robeson, merchants, New Orleans.

TO WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNTS.
J. W. Breedlove	New Orleans	Partner of the house	6,118 12
W. L. Robeson	do.	do. do.	5,913
James Kirkpatrick	do.	Open account	7,957 30
James Winchester	Cairo, Ten.	do.	836 27
A. and M. Sparks	Frankfort, Ken.	do.	18 50
Bedford, Breedlove, and Robeson	New Orleans	do.	17,500 38
Bills payable	2 notes favor	Alfred Balch 166 66 / 166 66	333 32
			$38,676 89

NEW ORLEANS, *March* 16, 1827.

JAMES W. BREEDLOVE,
W. L. ROBESON.

Copy of schedule,

STATEMENT of the affairs of Breedlove, Bradford,

DEBTORS.	RESIDENCE.	REMARKS.	AMOUNTS.
James Whitehead	Vicksburg	Dead, and claim in controversy	242 50
A Warmack	St. Helena	Claim in litigation	814 61
Augustus Webber	Hopkinsville, Ken.	Open account	208
Joseph Walton	Ouachita, Lay N. Orl's	Dead, estate insolvent.	405 22
Thomas Weir's estate	Ouachita	Estate insolvent	644 94
Joseph E. Davis & Co	Vicksburg	Open account	213 71
Robert Wickliffe	Frankfort, Ken.	J. Brandt & Co.'s draft on J. Stump sent for collection	2,490 83
John Bostwick	Feliciana	Insolvent	627 45
P. Laidlaw and Co.	New Orleans	Open account	76
Joseph Anthony	Nashville, Ten.	Judgment	431 54
Thomas Hill	do. do.	Dead estate insolvent	2,626 66
William Irons	New Orleans	Open account	14 98
Charlton and Others	Cairo, Ten.	do.	66 50
Thomas Spunner	New Orleans	do.	13 25
Edward Bradley	Big Creek, Ten.	Insolvent	100
William Leake	St. Francisville	Judgment	8,093 91
Sam. S. Brooking & Co.	Fountain Mills, Ken.	Open account	131 66
Jacob Grey	Arkansas	Insolvent	5,467 80
Joseph Byrnes	State of New York	Open account	414
Steamboat Valcano and owners	Natchez	do.	60
Brahan and Atwood	Huntsville, Ala.	do.	701 85
John M. Lear	Trinity	Dead, and estate insolvent	50
Luke Douglass	Nashville, Ten.	do. do. do.	1,060 90
Henry Crabb	do. do.	Unsettled account	277 61
Caleb Cox	St. Louis	Claim in controversy	351
St. Stephen St. Bt. Company	St. Stephen & Mobile	Balance due on judgment	1,749 83
Archibald Heraldson	St. Francisville	Open account	442 99
S. A. Miller	Hopkinsville, Ken.	Dead, claim in controversy	97 26
Jean Goubil	Mobile	Open account	55 80
Francis B. Fogg	Nashville, Ten.	Unsettled account	30 32
John C. Outlaw	Cairo, Ten.	Open account	30
Thompson & Masseley	Yellow Banks	do.	295 88
George Sampson	Unknown	do.	10
Tennessee land	Shelby County	2 tracts containing 3,768 acres	11,477 33
A. B. Shelby	Dixon Springs, Ten.	Open account	20
Samuel Winchester	Memphis, Ten.	do.	40
Matthew Duty	Madison county, Ten.	do.	10
James Robb	Galatin, Ten.	do.	25
John Etzler	Unknown	Guarantied by Mr. Garredu, of pt. Coupee	1,123 81
Samuel Glover	Unknown	Open account	36 50
Hughes and Harbesson	Perryville, Ken.	do.	146 95
Steamboat Telegraph	-	Bargain'd off, lost by the purch'e	4,676 81
Steamboat Tennessee	-	Sunk near Stock Isl'd river, Ms.	27,357 91
A. W. Putnam	Port Gibson	L. Dent's note sent for collect'n	281 04
W. Greer and Co.	Cincinnati	Claim in controversy	62 75
John Lansdale	Louisville	Open account	50
Nashville lots	Nashville, Ten.	3¼ acres of land	400
John T. Gray	Louisville	S. T. Richardson's note sent for collection	500
A. B. Bradford	Greenville, Miss.	Partner of the house	356 12
W. L. Robeson	New Orleans	do, do.	4,188 21

marked A, No. 3.

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and Robeson, merchants of the city of New Orleans.

CREDITORS.	RESIDENCE.	REMARKS.	AMOUNTS.
James Wood	State of New York	Open account	165 83
G. V. Reinhart	Philadelphia	do.	488 84
H. Munro, Milne, &Co.	New Orleans	do.	1,796 72
M. and W. C. Deir	Lebanon, Ten.	Unsettled accounts	57 67
M. Smelser and Salis Smelser	New Orleans	do.	151 57
Eckels and Drake	Lebanon, Ten.	do.	35 48
Henry Carleton	New Orleans	Open account	276 37
Stephen Blackwell, say Steptoe B.	New Orleans	Unsettled account	252 92
Jeremiah Hunt	Natchez	Judgment	634 10
F. L. Turner	New Orleans	Unsettled account	143 29
P. A. Holman	Wilmington, N. C.	Open account	122 61
George Brown	Picquay Plains, Ohio	Conditional acceptance favor Hamilton and Wood	519 59
Rochelle and Shiff	New Orleans	Open account	1,040
Winchester and Cage	Cairo, Ten.	Unsettled account	93 83
W. Stafford's sales	Natchitoches	do.	33 14
Samuel McCane	Unknown	do.	33 35
Thomas Ingliss	Unknown	Open account	10
Breedlove and Robeson	New Orleans	do. (deduct $21 61)	35,175 76
Bills payable as follows:			
W. Green & Co.'s, d'ft in favor of Jas. Findley	-	In suit in the Supreme Court	1,532
Same favor same	-	do. do.	1,532
Same favor same	-	do. do.	1,532
Our note favor David Winchester	Baltimore	Payable ½, July, 1827	1,857 41
J. W. Breedlove	New Orleans	Partner of the house	555 80
Balance in favor of Breedlove, Bradford, and Robeson	-	Add $21 61 per deduction from cr. of B. and Robeson	52,355
		Carried forward	100,395 28

STATEMENT—

DEBTORS.	RESIDENCE.	REMARKS.	AMOUNTS.
Bills receivable as follows:			
Christy & Basty's note in favor of William Boyd & Son,	New Orleans	Drawers and endorser, insolvent	3,834 14
Wm Ferguson's note our favor	Greenville, Miss.	Balance due on his note	779 75
H. J. Torrey's note favor P. Kimball, P Kimball's note favor H. J. Torrey	New Orleans	do. on same	732 57
C. Stimp's draft favor T. H Fletcher on Stimp, Eastland, & Cox	Nashville	In suit at Nashville	8,200
M. Smelser's note our favor	New Orleans	Balance of note	86
Smith Mitchell's note our favor	Unknown	-	81 18
Adam Gordon's do.	Port Gibson	Balance of note	320
Cocks & Gilbert's do.	Greenville, Miss.	Do. do.	1,988 63
Wm. Rips' do.	Mississippi	Do. do.	47 85
Jas. Whitehead's do.	Vicksburg	Drawer dead, & cl'm in controv'y	767
L. S. Newsom's do.	-	Dead	150
B. Randolph's do.	Near Jefferson, Ten.	Insolvent	456 54
Eli Talbot's do.	Nashville	Do.	1,769 08
Richard Hooper's do	Hooper's Cross Roads, Tennessee	-	130 20
Edward Bradley	Big Creek, Ten.	Insolvent	1,618 91
D. Talcott	Cincinnati	Guarantied by E. S. Roberts and Co., and sent them for collection	359
Eli Talbot	Nashville	Insolvent	25
			100,395 28

Continued.

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CREDITORS.	RESIDENCE.	REMARKS.	AMOUNTS.
		Brought forward	100,395 28
			100,395 28

NEW ORLEANS, *March* 16, 1827.

JAMES W. BREEDLOVE,
W. L. ROBESON.

Copy of schedule, marked A, No. 4.

STATEMENT of the affairs of Wm. L. Robeson, merchant, New Orleans.

BY WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNTS.	TO WHOM DUE.	RESIDENCE.	REMARKS.	AMOUNTS.
The United States	Sundry claims	and suspended vouchers	1,837 50	The United States	This sum sued for in	District Court	2,663 61
Real estate	Attakapas	2 tracts of land	2,000	John Brocus	Port Gibson	My bond	850
Do.	Mexico	Int. in Thorn's grant	666 67	Bills payable	my note favoring	F. Thorn	333 33
R. Stannard	Petit Gulf	Open account	20	Levi Peirce	New Orleans	Professional services	150
A. B. Levy	New Orleans	Due bill	20	Isaac L. Baker	St. Martinsville	Do. do.	100
State of Louisiana	Disbursements in	the public service	30			Balance to my credit	552 23
Effects	In use.	One writing desk	20				
Do.	do.	One armour for clothes	30				
Do.	do.	Books and prints	25				
			$4,649 17				$4,649 17

NEW ORLEANS, 16*th March*, 1827.

W. L. ROBESON.

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STATE OF LOUISIANA, *City of New Orleans.*

By virtue and in pursuance of an order of the honorable the parish court in and for the city and parish of New Orleans, in the State of Louisiana, bearing date the 16th March last past, ordering a meeting of the creditors of the mercantile firm of Bedford, Breedlove, and Robeson, of this city, to take place at the office of the notary public hereinafter named, on the day of the date hereof, in order to deliberate upon the affairs of the said firm, the said order having been issued upon the petition of James W. Breedlove and Wm. L. Robeson, two of the persons composing the said firm, acting in their own behalf, and by authority also in behalf of John R. Bedford, residing in the State of Alabama, the remaining partner composing said firm, filed in said court, together with a statement or schedule of the affairs of said Bedford, Breedlove, and Robeson, praying for such meeting, in order to accept a voluntary surrender and cession of the property and estate of the said Bedford, Breedlove, and Robeson, and appoint syndics for the management, disposal, and sale thereof, and to grant them petitioners a full discharge, both as regards their persons and future property, from all debts, claims, and demands existing against them, a copy of which petition, schedule, and order of court is hereunto annexed.

Be it known and remembered, that, on this 18th day of April, in the year one thousand eight hundred and twenty-seven, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, and in my notarial office, at the hour of 10 o'clock A. M., of said day, personally came and appeared the said James W. Breedlove and Wm. L. Robeson, (assisted by their counsel, Messrs. McCaleb and Byrnes,) and declared that for the reasons and through the causes stated and set forth in their said petition, the mercantile firm of Bedford, Breedlove, and Robeson, are unable to pay their just debts, and to meet their engagements with their creditors, that they therefore petitioned as aforesaid for a meeting of their creditors as aforesaid, in order to accept a cession of the estate and effects of said firm, and deliberate and act on said petition and schedule as they may judge meet, and do, by these presents, tender and make over unto the said creditors of Bedford, Breedlove, and Robeson, and to such syndic or syndics as they may appoint for their use, a voluntary surrender and cession of all the property and effects, debts, rights, and actions of the said firm, respectively, soliciting the said creditors to accept the same, and to grant them a full discharge, both as regards their persons and future property, of and from all debts and demands now subsisting against them, as well jointly as co-partners as from their debts in their individual characters.

JAMES W. BREEDLOVE,
W. L. ROBESON.
McCALEB & BYRNES, *att'ys for petitioners.*

Whereupon, afterwards, at the same time and place, personally came and assembled the creditors and representatives of creditors hereinafter named, of the said firm of Bedford, Breedlove, and Robeson, who having had reference to the said petition, schedule, and order of court, and duly deliberated and consulted together on the subject matter thereof, and of the foregoing tender made by the said James W. Breedlove and William L. Robeson, two of the co-partners of the said firm, did severally proceed and depose as follows; that is to say:

Personally came and appeared William Y. Lewis, Esq., of this city, who, being duly sworn, deposed, that he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of forty four dollars and fifty cents; that he, this deponent, ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, as well in their joint capacity as co partners as in their individual characters, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be sole syndics of the said ceded estate, giving unto them full power and authority to sell the property ceded at public auction on such terms of credit as they shall deem to the advantage of the creditors. In faith whereof the said appearer signs his name, deponent retaining his privileged rights on the estate only.

W. Y. LEWIS.

Personally came and appeared James Workman, Esq., of this city, who, being duly sworn, deposeth, that he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of twenty dollars; that he, deponent, ratifies and confirms the acceptance made by the honorable the Judge of the parish court in behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full discharge, both as regards their persons and future estate, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estates, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors, and that in case one of the syndics should resign, die, or be absent, full power and authority is hereby given to the remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

JAMES WORKMAN.

Personally came and appeared Isaac Osgood, one of the firm of I. Osgood & Co, of this city, who, being duly sworn, deposeth, that his said firm are creditors of the said Bedford, Breedlove, and Robeson, in the sum of sixty dollars and sixty nine cents; that the deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors; and that in case one of the syndics should resign, die, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act without calling another meeting. In faith whereof the said appearer hereunto signs his name.

I. OSGOOD & CO.

Personally came and appeared, Hart M. Shiff, of this city, for the late firm of Rochelle and Shiff, who, being duly sworn, deposeth, that he is a creditor of the said Breedlove and Robeson in the sum of five hundred and twenty dollars, being one-half of an item of one thousand and forty dollars.

on the schedule of Breedlove, Bradford, and Robeson; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court, on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and Breedlove and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt, as well in their joint capacity as co-partners, as in their individual characters; that he, deponent, votes for Wm. L. Robeson and Chas. Gardiner to be syndics of the said ceded estates, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act, without calling another meeting. In faith whereof, the said appearer hereunto signs his name. This is to be a release for the above mentioned debt of five hundred and twenty dollars.

HART M. SHIFF.

Personally came and appeared William Florence, of this city, who, being duly sworn, deposeth, that he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of four hundred and seven dollars and forty-one cents, or thereabouts; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should resign, die, or be absent, full power and authority is hereby given to the remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

WM. FLORENCE.

Personally came and appeared Joseph C. Smith, of this city, who, being duly sworn, deposed, that he is a creditor of the said Bedford, Breedlove, and Robeson in the sum of one hundred and fifty-eight dollars or thereabouts; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court in behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public aution, on such terms of credit as they shall deem to the advantage of the creditors: should resign, die, or be absent, full power and authority is hereby given to the other remaining syndic, to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

JOS. C. SMITH.

Personally came and appeared John Armstrong, of this city, merchant, who, being duly sworn, deposed, that he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of one hundred and sixty-nine dollars twenty-three cents; that deponent ratifies and confirms the acceptance

made by the honorable the Judge of the parish court in behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estates, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors; and that in case one of the syndics should resign, die, or be absent, full power and authority is hereby given to the other remaining syndic, to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

JOHN ARMSTRONG.

Personally came and appeared James Peuch, of this city, who, being duly sworn, deposed, that he is a creditor of the said Bedford, Breedlove, and Robeson in the sum of two hundred and fifty-one dollars and forty-one cents; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court in behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons as their future estates, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors; and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the remaining one to continue to act as such syndic, without calling another meeting. In faith whereof, he hereunto signs his name.

JAMES PEUCH.

Personally came and appeared Andrew Lockhart, of this city, of the late firm of Hugh Munroe, Milne, and Company, who, being duly sworn, deposeth, that he is a creditor of the said Breedlove and Robeson in the sum of eighteen hundred dollars or thereabouts, with interest thereon, being one of the items on the schedule of Breedlove, Bradford, and Robeson; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court in behalf of the creditors of the said Bedford, Breedlove, and Robeson, and Breedlove, Bradford, and Robeson, and accords them a full and free discharge, both as regards their persons as their future estates, from the said debt, as well in their joint capacity as co-partners, as in their individual characters, reserving nevertheless all the right, claim, and privilege of the said deponent against any other person or persons; that deponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors; and that in case any one of the syndics should die, resign, or be absent, full power and authority is hereby given to the remaining one to continue to act as such syndic, without calling another meeting. In faith whereof, he, said appearer, hereunto signs his name.

A. LOCKHART.

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Personally came and appeared Stebbins Fisk, one of the firm of A. Fisk and Co., of this city, who, being duly sworn, deposeth: That his said firm are holders of a bill of exchange, drawn by Watson and Burke, in favor of Bradford and Starker, and by said Bedford, Breedlove, and Robeson accepted, for the sum of four thousand six hundred and ninety-six dollars and fifty cents; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge from the said debt, both as regards their persons as their future estate; reserving, however, all the rights and claims that they have on the other parties to said bill of exchange, and this discharge in no manner to compromit their rights, or any other person or persons interested in the said bill of exchange; that deponent votes for Wm. L. Robeson and Charles Gardiner to be syndics of the said ceded estates, giving unto them full power and authority to sell all the property ceded at public , on such terms of credit as they shall deem to the advantage of the creditors: and that in case any one of the said syndics should die, resign, or be absent, full power and authority is hereby given to the remaining one to act as such syndic, without calling another meeting. In faith whereof, said appearer hereunto signs his name.

STEBBINS FISK.

Personally came and appeared John W. Hyde, of the firm of Hyde and Merritt, of this city, merchants, who, being duly sworn, deposeth: That his said firm are creditors of the said Bedford, Breedlove, and Robeson in the sum of three hundred and thirty-one dollars and sixty-three cents, or thereabouts; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons as their future estates, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estates, hereby giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should die, resign, or be absent, full power and authority is given to the other remaining syndic to continue to act, without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

HYDE AND MERRITT,
By John W. Hyde.

Personally came and appeared Arthur H. Wallace, of the firm of Wallace and Pope, of this city, merchants, herein acting as the agents of Samuel Stites, who is the agent of Lyne Starling, the assignee of Leonard H. Lyne, of Henderson, Kentucky, as appears by the letter and power of attorney hereunto annexed, who, being duly sworn, deposeth: That his said principal, Lyne Starling, assignee as aforesaid, is a creditor of the said Bedford, Breedlove, and Robeson in the sum of one thousand seven hundred and sixteen dollars, as appears by the said letter and power annexed; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons as their future estates, from the said debt; that the deponent

votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estates, giving unto them full power and authority to sell all the ceded property at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case either of the syndics should die, resign, or be absent, full power and authority is hereby given to the remaining syndic to continue to act, without calling another meeting. In faith whereof, the said appearer hereunto signs his name

WALLACE AND POPE,
By A. H. Wallace, agent for Sam'l Stites and Co.

And no other creditor, or representative of creditors, having appeared in this case on this day, at the hour of six o'clock P. M., and at the instance and request of William Y. Lewis, Benjamin Levy, Charles Gardiner, and Bradford and Stacker, I, the said notary, did adjourn till to-morrow morning at 10 o'clock. In faith whereof, the said appearers sign their names with me, the notary.

W. Y. LEWIS,
BENJ. LEVY,
CHARLES GARDINER,
BRADFORD & STACKER,
GEO. STRAWBRIDGE,
G. R. STRINGER, *Not. Public.*

And now, on this nineteenth day of April, in the year one thousand eight hundred and twenty-seven, at the hour of ten o'clock A. M., pursuant to adjournment on the 18th instant, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally came and appeared the creditors, and representatives of creditors hereinafter named, of the said Bedford, Breedlove, and Robeson, who, having had reference to the proceedings had in this case, did severally proceed and depose as follows:

Personally came and appeared John Stacker, of the firm of Bradford and Stacker, of this city, who, being duly sworn, deposeth: That his firm are creditors of the said Bedford, Breedlove, and Robeson in the sum of two thousand two hundred and eighty-one dollars and sixty-one cents, upon and by virtue of, and as being the holders of a certain bill of exchange drawn by S. R. Roberts and Co., in favor of said deponent's firm of Bradford and Stacker, upon, and accepted by, the said Bedford, Breedlove, and Robeson, for the sum of two thousand two hundred and eighty-one dollars and sixty-two cents; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; reserving, however, all the rights and claims that they, said deponent's firm, have on the other parties to said bill of exchange, and this discharge in no manner to compromit the rights of deponent's said firm on any other person or persons interested in, or liable to, the said bill of exchange, in any way: that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors:

and that in case one of the syndics should die, resign, or be absent, full power is hereby given to the other remaining syndic to continue to act, without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

JOHN STACKER.

Personally came and appeared Thomas Taley, of this city, merchant, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of forty-four dollars and ninety cents; that deponent ratifies and confirms the acceptance made by the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should resign, die, or be absent, full power and authority is hereby given to the remaining one to continue to act as such syndic, without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

THOMAS TALEY.

Personally came and appeared Benjamin Levy, of this city, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of one hundred and seventy-six dollars and twelve cents; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estates, giving unto them full power and authority to sell all the property ceded at public aution, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

BENJAMIN LEVY.

Personally came and appeared James Purdon, of this city, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of one hundred and twenty-three dollars and twenty-three cents; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons as their future estates, from the said debt; that he, deponent, votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should resign, die, or be absent, full power and authority is hereby given to the remaining syndic to continue to act without

calling another meeting. In faith whereof, the said appearer hereunto signs his name.

JAMES PERDON.

Personally came and appeared Bartholomew Bonny, of this city, merchant, attorney for William Graham, Washita, Louisiana, who, being duly sworn, deposeth: That his said principal is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of two thousand one hundred and sixteen dollars; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their person and future estates, from said debt; that deponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estates, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

WM. GRAHAM,
Per pro. B. Jonny.

Personally came and appeared James Calles, of this city, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in note, book account, and acceptance, in the sum of two thousand four hundred and fifteen dollars and thirty-six cents; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, for the sum of two thousand one hundred and sixty-one dollars and sixty-four cents, part of the said debt so owing as aforesaid, reserving the sum of two hundred and fifty-three dollars and seventy-two cents, being a balance on A. H. Kane's bill of exchange in his favor, accepted by Bedford, Breedlove, and Robeson, for $798, on which has been paid $544 28, leaving said balance of two hundred and fifty-three dollars and seventy-two cents, reserved by deponent to hold the drawer as well as the acceptors; that he votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded as they shall deem it to be advantageous to the creditors: and that in case one of the said syndics should resign, or be absent, full power and authority is hereby given to the remaining syndic to act as such without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

JAMES CALLES.

Personally came and appeared Timothy B. Keeler, one of the firm of White and Keeler, who, being duly sworn, deposeth: That his said firm are creditors of the said Bedford, Breedlove, and Robeson, in the sum of one thousand one hundred and sixty-seven dollars and seventy-nine cents, upon and by virtue, and as the holders of two bills of exchange, one for the sum of four hundred and thirty-eight dollars and seventy-two cents, and the other for the sum of seven hundred and twenty-nine dollars and seven cents;

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the first drawn by S. R. Roberts and Co., and the last drawn by McDaniel and Malone, each of them in favor deponent's said firm of White and Keeler, and both of them accepted by the said Bedford, Breedlove, and Robeson; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; reserving, however, all the rights and claims that they have on the other parties to the said bills of exchange, and that this discharge is in no manner to compromit the rights of deponent's said firm on any other person or persons interested in, or liable to, the same bills of exchange, in any way; that deponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should resign, die, or be absent, full power and authority is hereby given to the remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

WHITE AND KEELER,
Per Tim'y B. Keeler.

And no other creditors, or representatives of creditors, having appeared in this case on this day, at the hour of six o'clock P. M., and at the instance and request of Andrew Hodge, jr., Joseph C. Smith, Charles Gardiner, and Benjamin Levy, I, the said notary, did adjourn these proceedings until to morrow morning at ten o'clock. In faith whereof, the said appearers hereunto sign their names with me, the notary.

ANDREW HODGE, JR.,
JOSEPH C. SMITH,
CHARLES GARDINER,
BENJAMIN LEVY.
GEO. STRAWBRIGE,
G. R. STRINGER, *Not. Pub.*

And now, on this twentieth day of April, in the year one thousand eight hundred and twenty, at the hour of ten o'clock, in the forenoon, pursuant to adjournment, on the 19th day of April, instant, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally came and appeared the creditors and representatives of creditors hereinafter named, of the said Bedford, Breedlove, and Robeson, who, having had reference to the proceedings had in this case, did severally proceed and depose as follows:

Personally came and appeared Andrew Hodge, of this city, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of two thousand three hundred dollars, or thereabouts; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, as to each of their persons, from the said debt; hereby reserving all the privileged rights and claims which he now hath, whether by mortgage or otherwise, on account of the said debt or any part thereof; that de-

ponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors; and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

ANDREW HODGE, JR.

Personally came and appeared Jacob L. Florance, of this city, who, being duly sworn, deposeth: That he is a creditor of Bedford, Breedlove, and Robeson, in book account and acceptances, in the sum of three hundred and ninety-nine dollars and twenty cents; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, for the sum of seventy dollars and fifty cents, part of said debt, and which is the amount of the book account, reserving the sum of three hundred and twenty-eight dollars and seventy cents, being the amount of a bill of exchange drawn by A. & R. Lockhart, in favor of J. L. and Wm. Florance, upon, and accepted by said Bedford, Breedlove, and Robeson, and for the amount of which said draft, he, deponent, continues to hold both drawers, acceptors, and all other parties liable; that deponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

J. L. FLORANCE.

Personally came and appeared Charles Gardiner, of the firm of Babcock and Gardiner, of this city, merchants, who, being duly sworn, deposeth: That his said firm have caused a writ of attachment to be issued in the State of Mississippi against property in said State, belonging to the said Bedford, Breedlove, and Robeson, for the payment of a certain note of Breedlove and Greenleaf, endorsed by Bedford, Breedlove, and Robeson, dated October 5, 1826, for nine hundred and forty-seven dollars, payable in six months from date. The said appearer adds, that besides the two before mentioned sums of money, the said Bedford, Breedlove, and Robeson, are indebted to the said Babcock and Gardiner, and as endorsers of several promissory notes, in the several and respective sums of seven hundred and fifty-nine dollars and nine cents, amount of a draft drawn by H. Morse, payable in twelve months from February 11, 1826; in three hundred and thirty-two dollars and fifty-eight cents, amount of a draft drawn by H. Morse, at six months, from October 20, 1826; in six hundred and sixty-five dollars and fifteen cents, on a draft by H. Morse, October 20, 1826, payable December 5, 1827; in nine hundred and forty-seven dollars on a note drawn by Breedlove and Greenleaf, at fifteen months, from October 15, 1826. That so far as concerns all these last mentioned sums of money, to secure payment of which attachments have not been laid nor ordered as aforesaid; and so far

as the said Babcock and Gardiner may, consistently with the preservation of their rights as attaching creditors as aforesaid, in the State of Mississippi, which they do not consent, in any degree, to relinquish or weaken by the present act, they are willing to accept the said cession, and to concur in the discharge granted by the other creditors: and upon the foregoing terms, and those only, they vote for the appointment of William L. Robeson and Charles Gardiner, syndics of the creditors, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

CHARLES GARDINER.

And no other as creditor, or representatives of creditors, having appeared in this case on this day, at the hour of six o'clock P. M., and at the instance and request of Andrew Hodge, jr., William Y. Lewis, and Charles Gardiner, I, the said notary, did adjourn these proceedings until to morrow morning at 10 o'clock. In faith whereof, the said appearers hereunto sign their names with me, said notary.

ANDREW HODGE, Jr.,
W. Y. LEWIS,
CHARLES GARDINER,
GEO. STRAWBRIDGE,
G. R. STRINGER, *N. P.*

And now, on the 21st day of April, in the year one thousand eight hundred and twenty-seven, at the hour of ten o'clock in the forenoon, pursuant to adjournment on the 20th day of April, instant, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally came and appeared the creditors, and representatives of creditors hereinafter named, of the said Bedford, Breedlove, and Robeson, who, having had reference to the proceedings in this case, did severally proceed and depose as follows:

Personally came and appeared Henry Carlton, by Henry Lockett, Esq., who, being duly sworn, deposeth: That Bedford, Breedlove, and Robeson are indebted unto his principal, said Henry Carlton, in the sum of two hundred and seventy-six and thirty-seven cents, being one of the items on the schedule of Breedlove, Bradford, and Robeson; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court, on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and Breedlove, Bradford, and Robeson, and accords them a full and free discharge, both as regards their persons as their future estates, from the said debt, as well in their joint capacity as co-partners as in their individual characters; that deponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should resign, die, or be absent, full power and authority is hereby given to the other remaining, to continue to act without

calling another meeting. In faith whereof, the said appearer hereunto signs his name.

By pro. H. CARLETON,
H. Lockett.

Personally came and appeared Joseph Thomas, of this city, who, being sworn, deposeth: That Bedford, Breedlove, and Robeson are indebted unto him, this deponent, and H. P. Kernion, of this city, jointly, in the sum of two hundred and seventy-four dollars and seventy-eight cents, or thereabouts; and that so far as deponent is interested in the said debt, he, deponent, ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; that deponent votes for Wm. L. Robeson and Charles Gardiner to be syndics to the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining, to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

JOSEPH THOMAS.

And no other creditor, or representative of creditors, having appeared in this case on this day, at the hour of six o'clock P. M., at the instance and request of Joseph Thomas, Benjamin Levy, and Charles Gardiner, I, the said notary, did adjourn until Monday morning next, at the hour of ten o'clock A. M. In faith whereof, the said appearers hereunto sign their names with me, the notary.

JOSEPH THOMAS,
BENJ. LEVY,
CHAS. GARDINER.
GEO. STRAWBRIDGE,
G. R. STRINGER, *Not. Pub.*

And now, on the twenty-third day of April, in the year one thousand eight hundred and twenty-seven, at the hour of ten o'clock in the forenoon, pursuant to adjournment, on the 21st day of April, instant, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally came and appeared the creditors, and representatives of creditors hereinafter named, of the said Bedford, Breedlove, and Robeson, who, after having had reference to the proceedings in this case, did severally proceed and depose as follows:

Personally came and appeared William Alderson, of this city, merchant, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of one thousand five hundred and fifty-five dollars and sixty-eight cents, upon and by virtue, and as the holder of two drafts, one for the sum of six hundred and three dollars and fifty-eight cents, and the other for the sum of nine hundred and fifty-two dollars and ten cents; the first drawn by Wm. Cage and Co., and the last drawn by S. R. Roberts and Co., each of them in favor of deponent, upon, and accepted by the said Bedford, Breedlove, and Robeson. And the said appearer also deposes, that he ratifies and confirms the acceptance made by

the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; reserving, however, all the rights and claims that he has on the other parties to the said drafts, and that this discharge is in no manner to compromit the rights of deponent on the drawers of the said drafts, or on any other person or persons interested in, or liable to, the same bills of exchange, in any way howsoever; that deponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should die, or be absent, full power and authority is hereby given to the remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

WM. ALDERSON.

Personally came and appeared Evan Rogers, of the firm of Rogers, Slocomb, and Co., of this city, merchants, who, being duly sworn, deposeth: That his said firm are creditors of Bedford, Breedlove, and Robeson, in the sum of three thousand eight hundred and sixty dollars and fifteen cents, upon and by virtue, and as the holders of four several drafts or bills of exchange, and two promissory notes, hereinafter mentioned and described; that is to say, one draft for eighty dollars, drawn by H. M. Childress; one draft for four hundred and forty-three dollars and eighty-four cents, drawn by S. R. Roberts and Co.; one draft for four hundred and forty-six dollars and twenty-two cents, drawn by A. and R. Lockhart; and one other draft for one thousand seven hundred and one dollars, drawn by Henry Morse; all of them in favor of deponent's firm, upon, and accepted by the said Bedford, Breedlove, and Robeson; and two promissory notes, one for the sum of five hundred and thirty six dollars and thirty-five cents, and the other for six hundred and fifty-eight dollars and seventy-four cents, both drawn by Breedlove and Greenleaf, to the order of the said Bedford, Breedlove, and Robeson, and by them, for a valuable consideration, endorsed over to this deponent's said firm, which said four drafts and two notes amount together to the said sum of three thousand eight hundred and sixty-six dollars and fifteen cents: and this deponent further saith that the said Bedford, Breedlove, and Robeson, are also justly and truly indebted unto his said firm in the sum of five hundred dollars for borrowed money; that deponent, for his said firm, hereby ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said sum of three thousand eight hundred and sixty-six dollars and fifteen cents, so arising on account of the said drafts and notes as aforesaid; reserving, however, all the rights and claims which they, the deponent's firm, have on the drawers and makers of the said drafts and notes; and that this discharge is in no manner to compromit the rights of deponent's said firm on the said drawers or makers thereof, or on any other person or persons whomsoever, interested in, or liable to, the same bills, notes, or drafts, in any way howsoever; and also reserving all the rights, claims, and privileges which deponent's said firm ever had, now have, or can or may hereafter have, against

the said Bedford, Breedlove, and Robeson, both as it regards their persons and future estate, for and on account of the said sum of five hundred dollars for borrowed money, it being clearly understood that no kind of discharge is intended to be hereby given for the said borrowed money; that deponent votes for William L Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics shall die, resign, or be absent, full power and authority is hereby given to the remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

EVAN ROGERS,
For Rogers, Slocomb, & Co.

And no other creditor, or representative of a creditor, having appeared in this case on this day, at the hour of six o'clock in the evening, at the instance and request of William Y. Lewis, Tayleur, Bates, and Chorley, pr. pro. P. L. Sloane, and Benjamin Levy, I, the said notary, did adjourn until ten o'clock to morrow morning, the twenty-fourth day of April, instant. In faith whereof, the said appearers hereunto sign their names with me, the notary.

W. Y. LEWIS,
TAYLEUR, BATES, & CHORLEY,
Per pro. P. L. Sloane.
BENJ. LEVY,
GEO. STRAWBRIDGE,
G. R. STRINGER, *Not. Pub.*

And now, on the 24th day of April, in the year of our Lord 1827, at the hour of ten o'clock in the forenoon, pursuant to adjournment on the 23d day of April, instant, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally came and appeared the creditors, and representatives of creditors hereinafter named, of the said Bedford, Breedlove, and Robeson, who, having had reference to the proceedings in this case, did severally proceed and depose as follows:

Personally came and appeared Peter L. Sloane, of this city, herein acting as the agent and attorney of Tayleur, Bates, and Chorley, also of this city, merchants, who, being duly sworn, deposeth and saith: That his said principals, the said firm of Tayleur, Bates, and Chorley, are creditors of the said Bedford, Breedlove, and Robeson, in the sum of five hundred and twenty-one dollars and ninety-three cents, upon and by virtue of a certain promissory note drawn by the said Bedford, Breedlove, and Robeson, in favor of the said Tayleur, Bates, and Chorley, for value received; that deponent, as the agent and attorney of the said Tayleur, Bates, and Chorley, ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estate, *from their future estate;* that as agent as aforesaid, deponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estates, giving unto them full power and authority to sell all the property ceded at public auction, and on such terms of credit as they shall

deem to the advantage of the creditors: and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

Pr. pro. TAYLEUR, BATES, & CHORLEY,
P. L. Sloane.

And no other person or creditor, or representative of a creditor, having appeared in this case on this day, at the hour of six o'clock in the evening, and at the instance and request of Charles Gardiner, William Y. Lewis, James Purdon, and P. L. Sloane, I, the said notary, did adjourn these proceedings until to-morrow morning at ten o'clock. In faith whereof, the said appearers hereunto sign their names with me, said notary.

CHAS. GARDINER,
JAMES PURDON,
W. Y. LEWIS,
P. L. SLOANE.
GEO. STRAWBRIDGE,
G. R. STRINGER, *Not. Pub.*

And now, on the 25th day of April, in the year of our Lord 1827, at the hour of ten o'clock in the forenoon, pursuant to adjournment on the 24th day of April, instant, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally came and appeared the creditors, and representatives of creditors hereinafter named, of the said Bedford, Breedlove, and Robeson, who, having had reference to the proceedings in this case, did severally proceed and depose as follows:

Personally came and appeared Greenbury Ridgely Dorsey, of this city, merchant, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of seventy-four dollars and eight cents; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; that he, deponent, votes for the said William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors: and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

G. DORSEY.

Personally came and appeared Christopher Adams, jr., of this city, herein acting as the agent and attorney of William B. Robertson, of Placquemine, who, being duly sworn, deposeth: That his said principal, William B. Robertson, is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of two thousand five hundred and two dollars and eighty-seven cents; that this deponent, for his said principal, ratifies and confirms the acceptance made by the honorable the Judge of the parish court, on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords

them a full and free discharge, both as regards their persons and future estates, from the said debt; that deponent, for his said principal, votes for William L. Robeson and Charles Gardiner to be syndics to the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors; and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act as such without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

WILLIAM B. ROBERTSON,
Per pro. Christopher Adams, jr.

And no other person as creditor, or representatives of creditors, having appeared in this case on this day, at the hour of six o'clock in the evening, and at the instance and request of Benjamin F. Babcock, Christopher Adams, jr., and W. Y. Lewis, I, the said notary, did adjourn these proceedings until to-morrow morning at ten o'clock. In faith whereof, the said appearers hereunto sign their names with me, said notary.

BENJAMIN F. BABCOCK,
WILLIAM B. ROBERTSON,
Per pro. Christopher Adams, jr.
W. Y. LEWIS.
GEO. STRAWBRIDGE,
G. R. STRINGER, *Not. Pub.*

And now, on the 26th day of April, in the year 1827, at the hour of 10 o'clock in the forenoon, pursuant to adjournment on the 25th day of April, instant, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally came and appeared the creditors, and representatives of creditors hereinafter named, of the said Bedford, Breedlove, and Robeson, who, having had reference to the proceedings in this case, did severally proceed and depose as follows:

Personally came and appeared Levi Peirce, of this city, esquire, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of one hundred and fifty dollars for professional services; that he ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; that deponent votes for William L. Robeson and Charles Gardiner to be syndics to the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors; and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

L. PEIRCE.

Personally came and appeared Sheldon and Dixon, of this city, who, being duly sworn, deposeth: That they are creditors of the said Bedford, Breedlove, and Robeson, in the sum of two hundred and twenty-four dollars and six cents, upon and by virtue of a certain draft for that amount, drawn by A. and R. Lockhart in favor of deponents' said firm, upon, and

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accepted by the said Bedford, Breedlove, and Robeson; that deponents ratify and confirm the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future estates, from the said debt; reserving all the rights and claims that they, said deponents, have on the other parties to said draft; and this discharge is in no manner to compromit the rights of deponents on the drawers of said draft, or on any person or persons interested in, or liable to, the said bill or draft, in any way howsoever; that deponents vote for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors; and that in case one of the syndics should die, resign, or be absent, full power is hereby given to the other remaining syndic to continue to act, without calling another meeting. In faith whereof, the said appearers hereunto sign their names.

And no other creditor, or representative of a creditor, having appeared in this case on this day, at the hour of six o'clock in the evening, at the instance and request of William Y. Lewis, Benjamin Levy, and William B. Robertson, pr. pro. Christopher Adams, jr., I, the said notary, did adjourn these proceedings until the hour of ten in the morning. In faith whereof, the said appearers hereunto sign their names with me, the notary.

W. Y. LEWIS,
BENJ. LEVY,
WILLIAM B. ROBERTSON,
Per pro. Chris. Adams, jr.
GEO. STRAWBRIDGE,
G. R. STRINGER, *Not. Pub.*

And now, on this 27th day of April, in the year of our Lord 1827, at the hour of ten o'clock in the morning, pursuant to adjournment on the 26th day of April, instant, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally came and appeared the creditors, and representatives of creditors hereinafter named, of the said Bedford, Breedlove, and Robeson, who, having had reference to the proceedings in this case, did severally proceed and depose as follows:

Personally came and appeared Lewis Phillips, of this city, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of one thousand four hundred and seventy-five dollars and five cents, for work and labor done by him, to, and for the use, and on the account of the said Bedford, Breedlove, and Robeson; that he, deponent, ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, as regards their persons only, and not their future estates; reserving his privilege on the present estate of the said Bedford, Breedlove, and Robeson, for his claim thereon, as to the whole of the said debt, as having arisen and accrued, due to him for work and labor done by him as aforesaid; that deponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem

to the advantage of the creditors; and that in case one of the syndics should die, resign, or be absent, full power and authority is hereby given to the other remaining syndic to continue to act without calling another meeting. In faith whereof, the said appearer hereunto signs his name. (The word "and" being struck out, and the words "only and not their" being interlined before signing.)

LEWIS PHILLIPS.

Personally came and appeared Thomas Barron, of this city, who, being duly sworn, deposeth: That he is a creditor of the said Bedford, Breedlove, and Robeson, in the sum of seven hundred and twenty-eight dollars and forty-one cents, upon and by virtue of a certain draft drawn by Henry Morse, in favor of this deponent, upon, and accepted by the said Bedford, Breedlove, and Robeson; that deponent ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of the said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons as their future estate, from said debt; reserving all the rights and claims that he hath on the other parties to the said draft: and that this discharge is in no manner to compromit the rights of deponent on the drawer thereof, or on any other person or persons, in any way liable to, or interested in, the said draft; that deponent votes for William L. Robeson and Charles Gardiner to be syndics of the said ceded estate, giving them full power and authority to sell all the property ceded at public auction, on such terms of credit as they shall deem to the advantage of the creditors; and that in case any one of the syndics should die, resign, or be absent, full power and authority is hereby given to the remaining one to continue to act as such without calling another meeting. In faith whereof, the said appearer hereunto signs his name.

THOMAS BARRON.

And now personally came and appeared George Strawbridge, Esq., duly appointed by said court to represent the absent creditors in this case, who, having read and taken full cognizance of all and singular the foregoing proceedings, declared that he offers no objections thereto. In faith whereof, he hereunto signs his name.

GEO. STRAWBRIDGE.

And now, at the hour of half past six o'clock, in the evening of the said day, inasmuch as no other creditor, or representative of a creditor, had appeared in this case, I, the said notary, did finally close these proceedings. In faith whereof, I grant these presents under my signature.

G. R. STRINGER, *Not. Pub.*

I certify the foregoing to be a true copy of the original as extant in my current register. In faith whereof, I grant these presents under my signature and my seal of office, this 4th day of May, 1827.

[L. S.] G. R. STRINGER, *Not. Pub.*

Parish Court for the parish and city of New Orleans, May 16, 1827.

Present, the Honorable James Pitat.

JAMES W. BREEDLOVE and WM. L. ROBESON *vs.* THEIR CREDITORS AND THE CREDITORS OF BEDFORD, BREEDLOVE and ROBESON.

On motion of Thomas F. McCaleb, Esq., of counsel for Messrs. James W. Breedlove and William L. Robeson, on suggesting to the court that the

legal term had elapsed since the proceedings of the creditors before the notary public had been closed, and that no opposition had been filed thereto, it is ordered that the proceedings of the creditors of the said insolvents before the notary public be, and the same are hereby, homologated and confirmed, and that Messrs. Wm. L. Robeson and Charles Gardiner be confirmed as syndics in the premises; and that the said insolvents be discharged from the payment of all and singular the debts by them, or either of them, heretofore contracted, agreeably to the statutes of the State of Louisiana in such case made and provided.

JAS. PITAT, *Judge.*

To the Honorable James Pitat, Judge of the parish court in and for the city and parish of New Orleans:

The petition of Wm. L. Robeson and Charles Gardiner, of the city of New Orleans, respectfully shews: That they have been duly appointed syndics of the creditors of the late commercial firm of Bedford, Breedlove, and Robeson, as will appear from a duly authenticated copy of the proceedings of said creditors, before G. R. Stringer, notary public, filed in this honorable court.

Your petitioners further shew, that, among the property and effects surrendered to their creditors by said Bedford, Breedlove, and Robeson, the following is embraced, namely: one undivided half interest of a lot, with the buildings thereon, situated in Fauxbourg St. Mary, of this city, numbered "forty-one" in the square, bounded by Common, Carondelet, Canal, and Baronne streets, measuring 60 feet front on Common street by 190 deep; also a tobacco press, with two screws and boxes; 10 shares in the New Orleans and Tuscumbia Steam-boat Company stock; two shares of Louisiana Insurance stock; and the unexpired lease of the store in Magazine street, of this city. They pray the order of your honor to sell the same according to law, and that the proceeds may be divided among the creditors.

McCALEB & BYRNES, *for Syndics.*

Let the syndics be authorized to sell the property of the insolvents as herein prayed for according to law.

NEW ORLEANS, *May* 28, 1827. JAS. PITAT, *Judge.*

IN THE MATTER OF BEDFORD, BREEDLOVE, AND ROBESON, *vs.* THEIR CREDITORS. } *Parish court in and for the city and parish of New Orleans.*

On this day, the 25th of June, 1827, personally appeared J. B. Hullin, of the firm of Rowe and Hullin, of the city of New Orleans, who declares that the said firm of Bedford, Breedlove, and Robeson are indebted to said firm of Rowe and Hullin in the sum of seven one hundred and eighty-three dollars eighty cents, being acceptances of the said Bedford, Breedlove, and Robeson, and endorsements by them made on promissory notes. This appearer being absent when the meeting of the creditors of the said Bedford, Breedlove, and Robeson, before the notary public in the month of April, 1827, took place, and wishing to act with justice to the said Bedford, Breedlove, and Robeson, now appears in open court, and having inspected and considered the said proceedings of the said creditors

of the said Bedford, Breedlove, and Robeson, before the notary public as aforesaid, now delares for himself, and in behalf of his said firm, that he ratifies and confirms the acceptance made by the honorable the Judge of the parish court on behalf of the creditors of said Bedford, Breedlove, and Robeson, and accords them a full and free discharge, both as regards their persons and future property; reserving all the rights and claims that his said firm has on the other parties on said acceptances and endorsements; and this discharge is in no manner to compromit the rights of this appearer's said firm on the said other parties to the said acceptances and notes. This appearer further ratifies and confirms Wm. L. Robeson and Charles Gardiner as syndics of the said ceded estate, giving unto them full power and authority to sell all the property ceded at public aution, on such terms of credit as they shall deem to the advantage of the creditors; and that in case one of the syndics should die, resign, or be absent, full power is hereby given to the other remaining syndic to continue to act without calling another meeting. And this appearer declares that he is willing to abide by the judgment of discharge entered up in this case. In faith whereof, he hereunto signs his name the day above written.

ROWE & HULLIN,
By James P. Hullin.

And afterwards, to wit, on the trial of this cause, on the day and year aforesaid, the defendants introduced in evidence the following record, to wit:

To the Honorable the district court of the United States for the eastern district of the State of Louisiana:

The petition of J. J. Sigg, an alien and citizen of the Canton of Zurich, and a subject of the Republic of Switzerland, at this time residing in New Orleans, humbly sheweth: That John R. Bedford, J. W. Breedlove, and Wm. L. Robeson, merchants, all citizens of the United States, and of the State of Louisiana, and residing in New Orleans, within the district aforesaid, where they do business under the firm of Bedford, Breedlove, and Robeson, are jointly and severally indebted to your petitioner in the sum of two thousand nine hundred and sixty four dollars and ten cents, being the amount of a certain promissory note, dated at New Orleans 22d November, 1826, payable 60 days after date to the order of Messrs. Theodore Nicolet & Co., by whom it was endorsed to Frederick Beckman, who endorsed the same to your petitioner, all of which will more fully appear from a copy of the said note hereunto annexed, and making a part of this petition; that when said note became due, on or about the 24th instant, the drawers thereof refused to pay the same when thereunto amicably demanded; whereupon it was protested for non-payment. Your petitioner therefore prays your honor that said Bedford, Breedlove, and Robeson may be summoned to answer this petition; that they may be severally and jointly decreed to pay your petitioner the said sum of two thousand nine hundred and sixty-four dollars and ten cents, with costs of protest, interest, and costs of suit; that they may be held to bail according to law; that this cause may be tried by a jury; and that your petitioner may have all such and further relief which the nature of the case may require. And your petitioner, &c.

CARLETON & LOCKETT, *for plff.*

Said Sigg, the petitioner, being duly sworn, deposeth to the truth of the facts set forth in the foregoing petition, and that said Bedford, Breedlove,

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and Robeson, are jointly and severally indebted to him in the s o thousand nine hundred and sixty-four dollars and ten cents.

J G.

Sworn to and subscribed before me, this 30th January, 18

F. W. LE . *Clk.*

$2,964 10. NEW ORLEANS, N 1826.

Sixty days after date, we promise to pay to order of Messrs Theodore Nicolet & Co., twenty-nine hundred and sixty-four $\frac{10}{100}$ dollars; value received.

BEDFORD, BREEDLOVE, & ROBESON.

Endorsed,
THEODORE NICOLET & Co.,
FREDERICK BECKMAN.

Let the defendants be held to bail in the sum of three thousand five hundred dollars.

(In the absence of the Judge.) SAM. H. HARPER, *Clk.*

DISTRICT COURT OF THE UNITED STATES, EASTERN DISTRICT OF LOUISIANA.—*The President of the United States to the marshal of the eastern district of Louisiana, or his lawful deputy, greeting:*

You are hereby commanded to take the bodies of Bedford, Breedlove, and Robeson, so that they be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans on the 3d Monday of February next, to answer to the complaint of J. J. Sigg, and that they do file their defence or answer with the clerk of said court on or before the same, or judgment will be given against them by default; and have you then and there this writ.

Witness the Honorable T. B. Robertson, Judge of said court, at the city of New Orleans, this 31st day of January, 1827, and 51st year of the independence of the United States.

F. W. LEA, *Dep. Clk.*

Cour de district des Etats Unis, pour le district oriéntal de la Louisiane. Le President des Etats Unis, au maréchal du district oriéntal de la Louisiane, oú á son deputé dûment autorisé, salut:

Vous êtes commandé d' arreter les corps de Bedford, Breedlove, and Robeson, pour qu'ils aient á la cour de district des Etats Unis, pour le district oriéntal de la Louisiane, qui siégera dans la ville de la Nouvelle Orléans, le 3am. Lundi de Fevrier proch'n á l'effet de repondre á la plainte de J. J. Sigg, et d' y remettre réponse oú défense au greffier de la dite cour, avant oú le même jour, faute de quoi jugement par défaut sera rendu contre eux, et vous ferez votre rapport de cet ordre.

Témoin, l'honorable T. B. Robertson, Juge de la dite cour, á la ville de la Nelle Orléans, ce 31 jour de Janvier, 1827, et la 51eme année de l'independence des Etats Unis.

F. W. LEA, *Deputé Gréffier.*

Received 31st January, served 1st February, and held defendants J. Breedlove and Wm. L. Robeson to bail: returned 2d February, 1827, together with bail bond.

J. NICHOLSON, *U. S. Marshal.*

District court of the United States for the eastern district of Louisiana.

Know all men by these presents, that we, James Breedlove, Wm. L. Robeson, Jas. Calles, Isaac Osgood, and Joseph Fowler, jr., are held and firmly bound unto John Nicholson, marshal for the eastern district of Louisiana, in the sum of three thousand five hundred dollars, lawful money of the United States, to be paid to the said John Nicholson, his heirs, executors, administrators, assigns, or successors in office, for which payment well and truly to be made, we bind ourselves, our heirs, executors, or administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 1st day of February, in the year of our Lord 1827. The condition of the above obligation is such, that whereas the above bounden Jas. Breedlove and W. L. Robeson are now in the custody of the said John Nicholson, marshal as aforesaid, by virtue of a capias ad respondendum, issued out of the district court of the United States for the eastern district of Louisiana, in an action of debt, at the suit of J. J. Sigg, and released therefrom by reason of signing, sealing, and delivering these presents: Now if the said Breedlove and Robeson, in case they should be cast in the said suit, shall pay and satisfy the judgment of the said court therein, or surrender themselves in execution to the said J. Nicholson, marshal as aforesaid, then the above obligation to be null and void, or else to remain in full force and virtue.

JAS. W. BREEDLOVE, [L. S.]
W. L. ROBESON, [L. S.]
JAMES CALLES, [L. S.]
ISAAC OSGOOD, [L. S.]
JOSEPH FOWLER, JR. [L. S.]

Witness present,
J. MUNROE,
F. DAQUIN,
P. HARDY.

BEDFORD, BREEDLOVE, and ROBESON, *ads.* J. J. SIGG. } *Dist. court U. S. eastern district.*

And now James W. Breedlove and Wm. L. Robeson come and pray oyer of the note sued on in the above cause, and that the same may be read to them, or a copy furnished them before they may be bound to answer fully to the same, and for all other relief, &c.

McCALEB & BYRNES,
Attorneys Breedlove and Robeson, two of defts.

And afterwards, to wit, on the 19th day of February, 1827, the following entry was made on the minutes, to wit:

2474.

J. J. SIGG *vs.* BEDFORD, BREEDLOVE, and ROBESON.

On motion of H. Lockett, of counsel for plaintiff, and with consent of T. F. McCaleb, for defendants, ordered that he have leave to amend his petition, by averring that the firm of Theodore Nicolet & Co., composed of Theodore Nicolet and J. J. Sigg, are aliens and citizens of Switzerland, and F. Beckman an alien and citizen of Germany.

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To the Honorable Thomas B. Robertson, Judge of the district court of the United States in and for the eastern district of Louisiana:

The answer of James W. Breedlove and Wm. L. Robeson, residing in New Orleans, and citizens of the State of Louisiana, to the petition of J. J. Sigg, filed in this honorable court against Bedford, Breedlove, and Robeson, shews, that they deny that this court has jurisdiction in this case, because they say that neither all the members of the firm of Theodore Nicolet & Co., nor Frederick Beckman, nor the plaintiff, are foreigners; neither is John R. Bedford (one of the members of the firm of Bedford, Breedlove, and Robeson) a citizen of the State of Louisiana, but is an inhabitant and citizen of the State of Alabama. Wherefore they pray judgment whether they should further answer: and, if further they should answer, then said Breedlove and said Robeson say, that the plaintiff his action to have and maintain cannot, because, prior to the institution of the present suit, to wit, on the 27th day of January, 1827, an action was commenced against the firm of Bedford, Breedlove, and Robeson, on the same promissory note, and for the recovery of the same debt as the present action, by one Frederick Beckman; which said suit was so instituted, and is now pending and undetermined in the circuit court of Claiborne county and State of Mississippi, and wherein it is alleged, on oath, that the said debt herein sued for is due to the said Frederick Beckman, and which said suit is brought by attachment. Wherefore they plead said prior suit in bar to the present, and which they are ready to show by a duly authenticated transcript from the records from the said circuit court of Claiborne county and State of Mississippi aforesaid.

And further, these respondents deny all and singular the allegations in the petition of the plaintiffs contained, and pray to be dismissed, and for all other relief, &c. &c.

McCALEB & BYRNES,
Attorneys for defendants Breedlove and Robeson.

And afterwards, to wit, on the 4th day of June, 1827, the following order of court was entered on record, to wit:

Monday, June 4, 1827. The court met pursuant to adjournment. Present, Hon. T. B. Robertson.

J. J. SIGG *vs.* BEDFORD, BREEDLOVE, and ROBESON.

On motion of H. Lockett, for plaintiff, ordered that this suit be discontinued.

And afterwards, to wit, on the trial of this cause, on the 7th day of June, the plaintiffs, by their counsel, filed the following protest, to wit:

By this public instrument of protest, be it known, that, on this 24th day of January, in the year of our Lord one thousand eight hundred and twenty-seven, and fifty-first of the independence of the United States of America, I, Hugh K. Gordon, notary public in and for the parish and city of New Orleans, State of Louisiana, duly commissioned and sworn, residing in said city, did receive from Mr. Frederick Beckman, resident of this city, a certain promissory note, being in words and figures as follows, to wit:

$2,964 $\frac{10}{100}$. NEW ORLEANS, *Nov.* 22, 1820.

Sixty days after date we promise to pay to order of Messrs. Theodore

Nicolet and Co., twenty-nine hundred and sixty-four $\frac{10}{100}$ dollars; value received.

BEDFORD, BREEDLOVE, & ROBESON.

(Endorsed on the back) "Theodore Nicolet & Co."

Of which promissory note, the said Frederick Beckman required me, the said notary, to demand payment; and in case of refusal or failing to obtain the same, to make a protest in the premises; whereupon, at the request aforesaid, I, the said notary, did proceed to the counting room, in this city, of Messrs. Bedford, Breedlove, and Robeson, the drawer of said promissory note, and there presenting the same to Mr. Robeson, one of the said firm, demanded of him payment thereof; he answered, that the said promissory note could not be paid at present; and thereupon, I, the said notary, did protest, as by these presents, I do solemnly and publicly protest as well against the drawer or maker of said promissory note, as against all others whom it doth or may concern, for all damages, costs, charges, and interests suffered, or to be suffered, for want of payment of said promissory note.

Thus done and protested at New Orleans aforesaid, in presence of Felix Brunel and Francis Newman, witnesses. In testimony whereof, I, the said notary, grant these presents under my signature.

[L. s.] H. K. GORDON, *Not. Pub.*

And afterwards, to wit, on the 10th day of June, 1830, the following judgment was entered on record, to wit:

Thursday, 10th June, 1830. The court met pursuant to adjournment. Present, Hon. Sam. H. Harper.

2649.

THEODORE NICOLET & Co. *vs.* JAMES W. BREEDLOVE and WM. L. ROBESON.

The court having maturely considered this case, now order and adjudge, that judgment be entered up in favor of the plaintiffs against the defendants, jointly and severally, for the sum of twenty-nine hundred and sixty-four dollars and ten cents, with interest at the rate of 5 per cent. per annum, from the 24th day of January, 1827, until paid, and costs of suit.

And afterwards, to wit, on the 19th day of June, 1830, the defendants, by their counsel, filed the following petition for a writ of error, to wit:

To the Hon. Sam. H. Harper, Judge of the district court of the United States in and for the eastern district of Louisiana, and exercising the powers of a circuit court:

The petition of James W. Breedlove and William L. Robeson respectfully shews, that they are informed that there is error in the proceedings and judgment lately had in your honorable court, in the case in which Theodore Nicolet and Co. are plaintiffs or petitioners, and these (your petitioners) are defendants. Wherefore may it please your honor to allow to them a *writ of error* to the Supreme Court of the United States, in such manner and form, and on such conditions and terms, that the execution of said judgment may be stayed and suspended until the final decision upon said writ of error; and in duty bound, your petitioners will ever pray, &c. &c.

THOS. F. McCALEB, *Att'y for pet'rs.*

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Let a writ of error be allowed, returnable into the Supreme Court of the United States, sitting at Washington City, on the 2d Monday of January next ensuing, (being January, 1831,) provided that the defendants (petitioners) shall give bond in the sum of six thousand dollars, with Sumpter Turner, T. F. McCaleb, Jas. Calles, and J. Minturn, as securities; and let the execution on said judgment be, and same is, hereby stayed. New Orleans, June 19, 1830.

SAM. H. HARPER, *Judge, &c.* [L. S.]

And afterwards, to wit, on the 19th day of June, 1830, the defendants executed and filed the following bond, to wit:

Know all men by these presents, that we, James W. Breedlove and Wm. L. Robeson, as principal, and Thomas F. McCaleb, Sumpter Turner, James Calles, and John Minturn, as securities, are held and firmly bound unto Theodore Nicolet and Co., in the just and full sum of six thousand dollars, lawful money of these United States; for the payment whereof we, and each of us, bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated at New Orleans, this 19th day of June, 1830.

Whereas the above bounden James W. Breedlove and Wm. L. Robeson have this day filed a petition praying a writ of error may be allowed them from a certain final judgment rendered against them in the suit of Theodore Nicolet and Co. *vs.* Breedlove and Robeson, in the district court of the United States for the eastern district of Louisiana:

Now the condition of the above obligation is such, that if the above bounden James W. Breedlove and Wm. L. Robeson shall prosecute their said writ of error to effect in the Supreme Court of the United States, and shall pay and satisfy whatever judgment may be then rendered against them in the premises, then, and in that case, the above obligation is to be null and void, else to remain in full force and virtue.

JAMES W. BREEDLOVE, [L. S.]
W. L. ROBESON, [L. S.]
SUMPTER TURNER, [L. S.]
THOS. F. McCALEB, [L. S.]
JAMES CALLES, [L. S.]
JNO. MINTURN, [L. S.]

Signed, sealed, and delivered in the presence of
F. W. LEA.

And afterwards, to wit, on the day and year aforesaid, the defendants lodged the following writ of error in the clerk's office, together with a copy thereof for the adverse party, to wit:

THE UNITED STATES OF AMERICA.—*The President of the United States of America to the Hon. Sam. H. Harper, Judge of the district court of the United States (exercising circuit court powers) in and for the eastern district of Louisiana, greeting:*

Because in the record and process, and also in the rendering of judgment, in a suit before you, between Theodore Nicolet and Co., plaintiffs, and James W. Breedlove and William L. Robeson, defendants, in a plea of trespass, &c., in the form of a demand by petition, according to the mode

of proceedings in the State of Louisiana aforesaid, a manifest error hath intervened, to the great damage of the said James W. Breedlove and Wm. L. Robeson, as in their complaint hath been stated, and as it is just and proper that the error (if any there be) should be corrected in due manner, and that full and speedy justice should be done to the said parties in this behalf, you are hereby commanded, that if judgment thereof be given, then der your seal you do, distinctly and openly, send the record and process in the suit aforesaid, with all things concerning them, and this writ, so that you have the same before the Chief Justice and the Associate Justices of the Supreme Court of the United States, on the second Monday of January next, at the City of Washington, in the District of Columbia, being the seat of the National Government, that the record and process aforesaid being inspected, they may cause to be done thereupon what of right ought to be done.

Witness the Hon. John Marshall, Chief Justice of the said Supreme Court, at Washington aforesaid, this nineteenth day of June, anno Domini one thousand eight hundred and thirty, and in the fifty-fourth year of American independence of the United States of America.

F. W. LEA, *Clerk.*

And afterwards, to wit, on the 23d day of June, 1830, the following citation in error was issued, to wit:

To Messrs. Theodore Nicolet and Company, greeting:

You and each of you are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, being the place of the sessions of said court, on the second Monday in January next, pursuant to the within contained writ of error, to show cause, if any there be, why the judgment rendered against James W Breedlove and William L. Robeson, as within mentioned, should not be reversed, and why the error complained of should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness my hand, at the city of New Orleans, this 22d June, 1830.

SAM. H. HARPER,
Judge U. S. for Louisiana.

Upon which citation the marshal made the following return, to wit:

Served on J. J. Sigg, one of the defendants in error, a duplicate of this citation, and also a copy of the petition for a writ of error, on the 23d day of June, 1830.

O. F. BURLINGAME,
U. S. Dep. Marshal.

EASTERN DISTRICT OF LOUISIANA, ss.

I, Franklin W. Lea, clerk of the district court of the United States for the eastern district of Louisiana, do hereby certify the foregoing ninety-eight pages, to contain a full, faithful, and true transcript of the record and process, together with all the proceedings relating thereunto, the judgment of the court, bills of exceptions, and documents therein referred to, and the writ and citation in error, and marshal's return thereon, in the case wherein

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Theodore Nicolet and Co. are plaintiffs, and James W. Breedlove and Wm. L. Robeson are defendants.

In testimony whereof, I have hereunto signed my name, and affixed the seal of said court, at the city of New Orleans, this 23d day of August, A. D. 1830, and 55th year of the independence of the United States.

[L. S.] F. W. LEA, *Clerk.*

UNITED STATES OF AMERICA, EASTERN DISTRICT OF LOUISIANA.

I, Samuel H. Harper, Judge of the United States for the districts of Louisiana, do hereby certify that Franklin W. Lea, who has certified the foregoing transcript, is now, and was at the time of doing so, clerk of the district court of the United States for the eastern district of Louisiana, and that to his official attestations as such full faith and credit are due, and that the attestation to said transcript is in due form of law.

Given under my hand, at the city of New Orleans, this 23d day of August, 1830.

SAM. H. HARPER,
Judge U. S. for Louisiana.